The Solicitors' Journal.

LONDON, MARCH 22, 1884.

CURRENT TOPICS.

IT IS UNDERSTOOD that preparations are being made for a transfer of upwards of fifty actions from the cause-books of the Chancery Division to the list of the Queen's Bench Division, and that an order for that purpose will shortly be issued.

A NEW ORDER as to court fees is in course of preparation which will regulate the practice as to fees being affixed by means of impressed or adhesive stamps, and will specify the several documents to which they are to be attached.

YOUR CORRESPONDENT of last week, says another correspondent, will find the probable origin of the erroneous citation of the Judicature Act, 1875, in Appendix O. to the R. S. C. 1883, to which he drew attention, in a Queen's Printers' copy of the Act. There he will find that the heading on the top of the page throughout is "Supreme Court of Judicature Act (1873) Amendment." The compilers of the Rules of 1883 seem to have taken this as the proper title of the Act, overlooking, or, perhaps, ignoring, the short title in section 1.

LAST JANUARY we remarked that there was a strong impression in professional circles most likely to possess accurate knowledge, "that the new Bankruptcy Act, by reason of its very stringency, will cause private schemes of arrangement to be oftener resorted to than has been the case" under the previous Act. It is not a little remarkable that the evening journal which has hitherto so sedulously extolled both the provisions and the working of the new Act should at last have been compelled almost to echo our observation. Referring to certain statements in the money article of the *Standard* on Wednesday, the *Pall Mall Gazette* says:

"Some remarkable statements are made this morning in the money article of the *Standard*, the writer of which states that several failures have taken place in the produce market, but instead of coming under the provisions of the Bankruptcy Act, the firms have made private compositions with their creditors by consent. If this be true, the reduction of bankruptcies brought about by the new Bankruptcy Act would appear to be misleading, and the greater stringency of the new measure, like the severity of the Electric Lighting Act, will to a great extent have defeated itself. So serious a conclusion, however, is not one to be lightly arrived at."

Certainly not. But when we add to the above observations the surmise that the advice on which the creditors of the firms in Mincing-lane have acted is likely to be that of a class of solicitors utterly removed by their position from the imputation of hostility to the new Act on the ground that their profits are likely to be seriously diminished by it, there does seem to be reason to suppose that, in the judgment of shrewd, experienced, and impartial men, recourse to the new Act does not, in many cases, afford the most advantageous course to creditors.

OUR READERS should not fail to note the important case of *Brocklehurst* v. *The Railway Printing and Publishing Company (Limited); Eldridge and Pearson, Claimants* (*ante*, p. 358), recently decided by Mr. Justice FIELD in chambers. The impression has been prevalent in some quarters that the Bills of Sale Act, 1882, does not apply to any security given by a company upon its effects, on the ground that the word "debentures" in section 17—which provides that nothing in that Act shall apply to any "*debentures* issued by any company, and secured upon the capital stock or goods, chattels, and effects of such company"—cannot be supposed to be limited to any particular class of securities given by companies. This impression has been held, by Mr. Justice FIELD, to be unfounded. In the case before him mortgage debentures had been issued, secured by a trust deed, which was registered as a bill of sale, but was not in the form required by the Bills of Sale Act, 1882. The learned judge held that the trust deed was a bill of sale within the Act of 1882, and was void because it did not comply with the requirements of that Act; and he explained as follows what is a "debenture" within the meaning of the section:—"The ordinary form is one by which a company undertakes to pay to the holder a sum of money, and says that that shall be a charge on the company's property. It is difficult to say exactly what it is a charge upon. It cannot be intended to pass all the specific articles of property of the company to each debenture-holder. I think that all that such a debenture gives is, not a right to any specific property, but a right to come in *pari passu* with the other debenture-holders, who are, of course, a fluctuating body, and to claim the benefit of the security." The result of this decision is, that any trust or covering deed will have to specify in the schedule the personal chattels comprised therein, and no such deed can pass after-acquired property. The decision may possibly put an end to the practice of issuing debentures secured by a trust deed, and make universal the practice of issuing debentures containing a charge.

WE COMMENTED last year on Mr. BROADHURST's Bill to enable leaseholders of houses and cottages to purchase the fee simple of their property, which was again thrown out in the House of Commons on Wednesday. The discussion of the principle of the Bill hardly falls within the scope of a legal journal, but the mode in which the Bill proposes to enable the leaseholder to proceed in the investigation of the landlord's title certainly falls within our province, and deserves record as one of the most singular proposals ever made to the House of Commons. The Bill provides that the leaseholder may apply to the county court, and also provides for the publishing of the application in one or more local newspapers, and for the appointment by the judge of a day to investigate the right of the applicant to the benefit of the Act. The Bill then proceeds as follows:—

"8. After the aforesaid right of the applicant has been ascertained to the satisfaction of the judge, the applicant shall be entitled to have the title of the landlords produced, and all such reasonable information furnished to him as may be necessary to enable him to determine whether the same be a good title or not.

"If the applicant is not satisfied that the title is a good one, and desires no further to proceed with his application, the landlords, or any one of them, may require him to proceed by a summons to be heard before the judge, who shall determine whether the said title be good or not. If he determines the same to be good he shall make an order that the applicant do proceed with his application. If he determines that the said title is not good, then the applicant shall not be bound to proceed further with his application.

"A good title for the purposes of this section means a title such as the court would force upon an unwilling purchaser who has agreed to purchase a good title.

"9. For the purpose of investigating the right of the applicant to claim the benefit of this Act, or of examining the title of the landlords, the judge shall have power to require any person to appear and give evidence on oath before himself or the officer of the court, and to produce any books, papers, or documents. And disobedience to any such order shall be deemed a contempt of the said court, and shall be punishable accordingly."

What ground is there for supposing that a landlord will ever ask the court to require the lessee to proceed with his purchase? The landlord may not, probably will not, want to sell his rever-

sion. How is he to know whether it will or will not be to his advantage to sell to the lessee, since the price is not to be ascertained until after the title has been accepted by or forced on the lessee? And what confidence can the landlord repose in the conveyancing knowledge of the county court judge? We desire to speak with every respect of these officials, but we would ask how many of them have ever perused an abstract of title? Again, how many titles are there which, *under an open contract*, would be forced on a purchaser? Is it likely that a landlord will run the risk of having his title publicly declared bad—a very serious matter in a country district? It appears to us that the provision for the application by the landlord to compel the lessee to proceed with his purchase will be wholly inoperative, and, if so, what the Bill proposes is practically to give a right to the lessee to rake up his landlord's title at pleasure, and accept or reject it, as he may think fit. This appears to be an exceedingly one-sided proposal, but we suppose it is considered a fitting penalty for the heinous offence of leasing a house.

We have on several occasions referred to the interesting case of *Re Orr-Ewing*, which has given rise to an apparent conflict of jurisdiction between the Scotch and English Courts. So strong is the feeling which has been excited in Scotland by the English decision that, in the words of the Duke of Argyll, it amounts to "a national feeling that there had been an invasion of the Act of Union." The Marquis of Huntley, on the 13th inst., brought the matter before the House of Lords, with the object of showing that a conflict of jurisdiction existed between the courts of the two countries, and that a necessity had arisen for immediate legislation on the subject. The Lord Chancellor, in reply, denied that there was anything done in England which interfered in the slightest degree with anything done in Scotland, or that any conflict had, as yet, arisen out of the English proceedings; but he declined to enter on the question whether the action of the Scotch courts would give rise to any conflict or not, because the case might come before him in his judicial capacity, and because there was no authenticated information as to what had happened in Scotland. "If," he said, "a real conflict of jurisdiction existed, tending to disturb the harmony of the judicial relations between England and Scotland, it would be matter well worth considering whether such conflict ought not to be got rid of by legislation; but until it should be shown what, if any, conflict of jurisdiction had occurred in the present case, he could not concur in the necessity of introducing a Bill." The history of the case given by the Lord Chancellor places the matter in so clear a light that the susceptibilities of Scotchmen must be tender indeed, if after reading his lucid explanation, they see in the action of the English courts an attempted "invasion of the Act of Union." He pointed out that the Court of Chancery had always exercised its jurisdiction in that way, and had done in this case only what it would have done if the property, instead of coming from Scotland, had come from France, Spain, or the United States of America. As evidence of the disturbance of Scotch equanimity on the subject, we may mention that a book (referred to with approbation by the Marquis of Huntley in his speech) has been published by Sheriff Spens, sheriff-substitute of Glasgow, entitled "The History of the Orr-Ewing Case," and containing a report of the opinions of the First Division judges, with notes of the conflict between English and Scotch jurisdictions. This book is dedicated to the First Lord of the Treasury, "as a member of a Scotch constituency, in the hope that he may consider the national grievance complained of, and, if convinced of injustice, see to its redress." It contains a complete account of the proceedings which have taken place in this *cause célèbre* in the Scotch courts, and in this respect may be of interest to those who desire to become acquainted with all the intricacies of the case. The occasional intemperance of the learned author's comments is, perhaps, to be ascribed to the excited feelings which have been aroused north of the Tweed; but an appeal to "the indignation of Scotland," and a reference to "an English legal cynic," are scarcely what one expects to meet in a discussion of a legal question. Here is a passage which does not seem to have been composed in a spirit of judicial calmness. "The English legal bloodhounds have, however, acquired a taste for Scottish game, and the obstructions thrown in their way, seem, in certain cases, merely to have whetted their appetite. Even yet cases are being raised on allegation that persons who are undoubtedly domiciled Scotchmen are something else. If once on the affidavits (which, as previously shown, Englishmen seem to emit as a matter of form, and with an utter disregard of what they are swearing) a writ is issued by the English court, it at once places a powerful *compulsitor* in the hands of an unprincipled plaintiff, or plaintiff's attorney, to extort the settlement of a claim, however unjust it may be." Such language as this certainly enlivens the (to Englishmen) somewhat technical subject of "service out of the jurisdiction."

Rather late in the day the question has been raised, in a case of *Allhusen* v. *Brooking*, which we report elsewhere, whether section 5 of the Ground Game Act, 1880, applies to an agreement, made before the date of the passing of that Act, for a lease to commence after that date, such agreement reserving to the landlord the exclusive right of shooting over the farm. Mr. Justice Chitty has held that the section does apply; and looking at the terms of the section, which provides that "where, at the date of the passing of this Act, the right to kill and take ground game on any land is vested by lease, contract of tenancy, or other contract *bonâ fide* made for valuable consideration, in some person other than the occupier, the occupier shall not be entitled under this Act, until the determination of that contract, to kill and take ground game on the land," we do not see how the learned judge could have arrived at any other conclusion. We suppose that the contention for the tenant must have been that the terms of section 5 require the right to kill and take ground game to be vested *in possession* in some person other than the occupier at the date of passing of the Act, but the section does not say so, and the courts have no right to interpolate those words.

The interlocutory business before Mr. Justice Chitty is of so weighty a nature that he has announced his intention not to take any more witness actions during the present sittings, with only one exception. In consequence of the large number of motions before the learned judge he was obliged, on Wednesday last, to set apart a whole day for that class of business, in addition to the usual weekly motion day.

THE JUDGMENT IN *BELT* v. *LAWES*.

We are glad to see that the Court of Appeal, in the case of *Belt* v. *Lawes*, have expressed an opinion unfavourable to the contention of the defendant's counsel with regard to the power of the Divisional Court to make the order they did so far as the reduction of the damages was concerned. It can hardly be said that there was a judgment in the Court of Appeal on the point, because, in the event, it became unnecessary to decide it for the purposes of the particular case. It will be remembered that what the court below did was this. The majority being of opinion that the verdict for the plaintiff was right, on the question whether the amount of the damages was, under the circumstances, excessive, they refused a new trial on the plaintiff's consenting to reduce the damages to an amount which the court did not think excessive—viz., £500—without the defendant's consent. It seems to us that it would in substance be very absurd if the court had not the power to make such an order. There is no doubt that in practice such orders were frequently made without any express assent by the defendant; but the contention of the defendant's counsel in *Belt* v. *Lawes* was that it must be inferred that in such cases the defendant tacitly consented. The contention of the defendant's counsel—a contention for which there is no doubt something to be said theoretically—seems to come to this. It being the function of the jury to determine the facts and to fix the amount of the damages, the court only has power to say whether the verdict is so wrong, either as being against evidence or with regard to the amount of the damages, that it ought to be set aside; that once having determined that it is so wrong, they must set it aside; and the result is that the defendant is entitled to have the verdict of another jury, the court having no jurisdiction to modify the verdict, as such modification would be an usurpation of the functions of the jury. It seems to us

that this argument has not much substance in it, though technically it is somewhat plausible.

The substance of the thing seems to us to be that the defendant, having had a verdict of the constitutional tribunal against him, makes an application invoking the extraordinary jurisdiction of the court to prevent an injustice being worked by the ordinary course of procedure. We say "extraordinary" because, though such applications for new trials are, of course, frequent enough, they nevertheless involve an interference with the normal course of procedure. That being so, there seems to be nothing unreasonable or contrary to general principle in the court's having power to impose terms and to modify the verdict so far as damages are concerned. *Ex hypothesi*, in the opinion of the court, there is nothing wrong, there is no injustice worked by the verdict, except in so far as the damages are too large. The court being called upon to interfere and exercise an extraordinary jurisdiction to prevent that injustice, the plaintiff consents that the damages shall be reduced to a sum which the court thinks would not be unjust, and, therefore, the verdict, in the opinion of the court, when so reduced, works no injustice. And upon the plaintiff so consenting there is really no ground for any interference or exercise of an extraordinary jurisdiction. Under those circumstances, it would really be improper that the defendant should be allowed to take the case down for a new trial on all issues. He already has a verdict of the constitutional tribunal against him, and, except so far as the court may think that a flagrant injustice is worked by the verdict, the case is, and ought to remain, concluded against him by the verdict. If it went down again for a new trial, notwithstanding the fact that the plaintiff assents to the elimination from the verdict of all that the court thinks objectionable, and then the verdict was for the defendant, it it seems to us that the plaintiff might very reasonably complain of the setting aside of the verdict of the constitutional tribunal in his favour on points on which the court did not think it wrong. It may be said that there might be a new trial on the question of damages only; but, practically, that is very often impossible or extremely difficult, because in many actions of tort the questions of liability and damages are so intermingled that it is not practicable to sever them. And we do not think it desirable that the defendant should, in such a case, be entitled to a new trial, even on the subject of damages only. It is a considerable hardship on a plaintiff who *ex hypothesi* has been wronged, and has already succeeded before one jury, and who is willing to consent to what the court thinks reasonable, that he should have to go to a new trial involving further extra costs.

The questions of fact involved in *Belt* v. *Lawes* it is not, of course, within our province to discuss, but the case illustrates very strongly the theoretical difficulty that underlies all motions for new trials on the ground that the verdict is against evidence, a difficulty which is constantly present to the logical mind of the Master of the Rolls, and with which he, to some extent, dealt in his judgment. The learned judge is fond of constructing formulas, but we do not believe any very satisfactory formula can be devised on the subject. The theory laid down again and again from the bench is that the judges do not decide questions of fact, and that the verdict should only be set aside if it is an unreasonable verdict—that is, a verdict which reasonable men, judging reasonably, could not, or ought not, on the evidence, to have returned. It has been suggested that this logically involves the result that if one judge says a verdict is against evidence, and another says it is not, one judge decides that the other is finding that to be a reasonable conclusion which he thinks no reasonable man, reasonably judging, could have arrived at, and so that the other judge is acting as perversely or unreasonably as the jury. This perhaps hardly follows, because to think a certain thing yourself is not quite the same thing as to think it reasonable that another person should think it. But the real truth, apart from ingenious formulas, invented to prove that the judges do not interfere with the province of the jury as to facts, is that they do so interfere, and that no formula can very exactly define the limits of such interference; and, moreover, every day's experience and all history abundantly show that reasonable and able men honestly come to conclusions which other equally reasonable and able men as honestly think wholly unreasonable and obviously and outrageously wrong. It is, therefore, obvious that the received formulas can give no very exact guidance as to the limits of the function of the judge in reviewing the verdict of the jury; they are rather useful as indicating the spirit in which the judge should approach the performance of his duty in this respect.

SUBSTITUTED COMPENSATION UNDER THE AGRICULTURAL HOLDINGS ACT, 1883.

We have no doubt that many of our readers are busying themselves with the questions (1) whether it is best to leave existing agricultural leases alone or to adapt them to the Agricultural Holdings Act, and how; and (2) whether it is best, in preparing new agricultural leases, to leave them to the operation of the Act, or to substitute for the statutory compensation some "fair and reasonable" compensation, and what that compensation is to be. Awkward questions, too, must be expected to arise in connection with the custom of the country, and also in connection with the Agricultural Holdings Act of 1875. Both the custom and the Act of 1875, it is almost unnecessary to remind our readers, have full operation in the case of contracts of tenancy entered into before 1884, and, inasmuch as the Act of 1875 applied in all cases, unless it was expressly excluded by writing, we venture to predict that, upon examination, it will be discovered that that Act has had a much wider application than has been generally deemed to be the case. We propose shortly to examine the sections of the Act of 1883, which bear upon these difficult questions, and to make a few suggestions as to the best modes of solving them; but, inasmuch as the improvements in the first and second parts of the schedule of the Act depend so much for compensation upon special agreement, we will confine ourselves to the boning and other improvements comprised in the third part of the first schedule. Nor will we say anything as to improvements executed before the commencement of the Act, these also being intended to be the subject of special stipulations, as pointed out at length in the 2nd section.

And first, as to existing leases, or, to put it more accurately and in the language of the Act, as to "contracts of tenancy current at the commencement of the Act"—*i.e.*, current on the 1st of January, 1884. The effect of the 5th section of the Act, as read with the 1st, is to provide (1) that, if *specific compensation* for any improvement be payable either by agreement, custom, or the Act of 1875, such agreement, custom, or the Act of 1875 is to supersede the compensation clauses of the Act of 1883; but (2) that, if such specific compensation be not payable, then the compensation clauses of the present Act are to apply, unless "any particular agreement in writing secures to the tenant fair and reasonable compensation, having regard to the circumstances existing at the time of making such agreement." It will, therefore, be first necessary to look into the compensation clauses, if any, of the lease, and to compare them, article by article, with the third part of the first schedule in order to ascertain whether "by agreement" specific compensation has been provided.

Secondly, the customs of the country will have to be looked into, and here considerable difficulties may be expected to arise. Customs of the country are of so vague and indefinite a character that it will be often very hard to say whether the "specific compensation" is provided or not. In any event, however, there should be borne in mind the rule which is not, perhaps, so generally known as it ought to be, that the mere usage of a particular estate does not constitute a legal custom (*Womersley* v. *Dally*, 26 L. J. Ex. 219).

Thirdly, in the case of yearly tenancies current on the 14th of of February, 1876, or tenancies created after that date, it will have to be inquired whether or not the Act of 1875 was excluded by writing, in the manner pointed out in sections 56 and 57. Unless "specific compensation" be secured by one of these three means (any of which, we suppose, may supplement the others), the Act of 1883 applies.

But what is meant by the term "specific compensation"? Upon this point we cannot speak with certainty, but, on the whole, we incline to think that the Legislature merely intended to designate compensation specifically allotted to each particular subject of compensation, similarly to the mode so frequently adopted by the schedules to farming agreements following the custom of the country. The compensation, in case of existing

tenancies, need not be fair or reasonable; all that is needed is that each particular item of improvement should have particular compensation allowed for it.

If the specific compensation which the statute requires be not secured, it will be necessary to choose one of three courses. First, the operation of the Act may be wholly excluded. This, *pace* Mr. Gladstone, we still think to be legal, but we have never said that it would be advisable to exclude the Act, and from such information as we have been able to obtain, we believe that there is very little disposition amongst landlords to make any such attempt. Secondly, the Act may be left to take its course, and the compensation left to be adjusted by the valuers on the well-known, but at present little-understood, basis of the 1st section, that the tenant is to be entitled "to obtain from the landlord as compensation such sum as fairly represents the value of the improvement to an incoming tenant." This is a leap in the dark which both landlord and tenant will, we think, in most cases, be equally unwilling to take. Thirdly, provision may be made for "fair and reasonable compensation."

We now come to the question common to both old and new leases—namely, What is fair and reasonable compensation, and in what terms ought it to be secured? We have little doubt that it will be safe either to follow the scales given in the Act of 1875, on the ground that a scale fixed by the Legislature in 1875, would not be unreasonable in 1884, or else to give definite form and body to the Lincolnshire custom, or some other sufficient custom of the country, striking out such improvements as are not comprised in the third part of the first schedule, and taking care to supplement any item which is lacking from the improvements. The two lists must, in fact, be carefully checked in each case. This will be enough in all ordinary cases, if a sufficient custom be selected; what further provisions must be introduced into the agreement, or what deductions from the customary compensation will be proper, in order to satisfy the whole words "fair and reasonable compensation, *having regard to the circumstances existing at the time of making such agreement*," we, of course, cannot say. Every case must depend upon its own particular circumstances, and we can only call attention to the fact that the Legislature has deliberately abstained from laying down any hard and fast line. Probably, in course of time, definite scales of compensation will be settled by Chambers of Commerce, which would probably be regarded as presumptively fair and reasonable compensation.

A curious point of law arises—whether a maximum scale of allowances will be good. Is it legal, for instance, or is it fair and reasonable to provide, as we have seen it provided, that the tenant shall be entitled on quitting to a compensation *which shall not exceed* the sum properly laid out, &c.? On the whole, we think that such a provision would not infringe the section which prohibits a contracting out of the Act, but we have no hesitation in saying that we do not think it would be held to be "fair and reasonable." Apart from the agreement providing "substituted compensation," the tenant would be entitled to the value to an incoming tenant, and we think that a one-sided agreement which gives all the chances of extra value to the landlord, and takes them all away from the tenant, would be neither fair nor reasonable. Further, such an agreement would be open to objection on the ground of vagueness and uncertainty, as it gives no data on which the deductions are to be made. Perhaps the best plan to restrain the tenant from extravagant expenditure would be to fix as the basis of the compensation the sum properly laid out (see section 9 of the Act of 1875).

The next point to bear in mind is that the acceptance by the tenant of the substituted compensation as such should be expressly and definitely referred to, and section 5 of the Act should be expressly mentioned. It is perhaps, however, almost needless to point out that the mere statement by the tenant that he accepts a particular scale as fair and reasonable will be of no avail in law to turn an unreasonable scale into a reasonable one. It will be more to the purpose, and especially in the case of larger farms, to place on record by some simple recitals the circumstances under which the agreement is made. The allowances themselves it has become usual to set out in a schedule or schedules, which is undoubtedly the most convenient course.

We have now dealt as best we could with the "scheduled improvements"—that is, with the improvements for which the Act provides compensation according to the value to an incoming tenant, and for which the agreement ought to provide "fair and reasonable compensation." Before we conclude, we must call attention to the very important fact that, in the case of leases made since the 1st of January last, in respect of these improvements compensation under the custom of the country is, by section 57 of the Act, absolutely barred, but in respect of other improvements, or acts of husbandry, it is in full force. At least, so we understand that section and section 60, the terms of which are as follows:—

"57 A tenant shall not be entitled to claim compensation by custom or otherwise than in manner authorized by this Act in respect of any improvement for which he is entitled to compensation under, or in pursuance of, this Act, but where he is not entitled to compensation under, or in pursuance of, this Act, he may recover compensation under any other Act of Parliament, or any agreement or custom, as if this Act had not passed.

"60. Except as in this Act expressed, nothing in this Act shall take away, abridge, or prejudicially affect any power, right, or remedy of a landlord, tenant, or other person vested in, or exerciseable by, him by virtue of any other Act or law, or under any custom of the country, or otherwise, in respect of a contract of tenancy or other contract, or of any improvements, waste, emblements, tillages, away-going crops, fixtures, tax, rate, tithe rentcharge, rent, or other thing."

It is manifest, therefore, that even when the scheduled improvements have been provided for, a great deal remains to be thought of. It is, we believe, gradually becoming more general to tie up all the relations of the parties within the four corners of a written contract of tenancy, and, expressing the custom of the country as far as it is intended to apply, to bar it altogether as to all other matters whatsoever. This is, of course, perfectly legal, and we cannot see how it is otherwise than convenient.

REVIEWS.

PATENTS.

ABSTRACT OF REPORTED CASES RELATING TO LETTERS PATENT FOR INVENTIONS, BRINGING THE CASES DOWN TO THE END OF THE YEAR 1883. By T. M. GOODEVE, Barrister-at-Law. H. Sweet.

This is a new edition of Mr. Goodeve's Abstract of Patent Cases, enlarged by the cases being brought down to the end of last year, and also by the addition of the cases which have been decided with respect to the extension of the terms for which grants have been made, and to other applications connected with patents, independently of any action for infringement. The book has no reference to the new Act, and there is not even a print of the Act in an appendix. In this Mr. Goodeve is quite justified, for that was, in fact, outside the sphere of his operations. What Mr. Goodeve undertakes to do is to give his readers the whole body of patent case law in a single handsome volume, and this undertaking he entirely fulfils. It cannot be said that all the decided cases are to be found here, but Mr. Goodeve has made his selection with much judgment, and the cases omitted have either become obsolete by changes in the law, or are, for other reasons, unlikely to be required for reference. On the other hand, we have here cases decided within a few months of the present time, so that, if the numerous commentators on the new Act were to thoroughly note up the Act with the cases in this abstract, they might be pretty sure that their books would leave little to be desired in respect of illustration from previous decisions. The references given for the cases are unfortunately defective, and the author might, with much advantage, have made them more complete. Another point is with reference to the Scotch cases. The Scotch patent law is, for all practical purposes, if not absolutely, the same as the English law; many of the most important authorities on the subject are to be found in decisions of the House of Lords on Scotch appeals, yet the author entirely passes over the decisions of the Scotch courts, except in the rare instances where he quotes them at second-hand through Mr. Webster's Reports. The Court of Session Reports, in all their four series, are to be found in all law libraries, and are well worthy of reference. The earlier edition of the book is so familiar to all who are interested in patent law that it hardly seems necessary to mention that the author's method is to give first the name, date, and reference of the case, then to state the nature of the proceeding and of the patent, then the decision of the court, and some of the observations of the judge which are most generally applicable. The degree of conciseness which is attained may be illustrated by referring to the numerous cases decided on Mr. Betts' patent, which are all abstracted in some eighteen pages of the volume before us, though in several instances they passed through successive courts to the House of Lords, and they fill, in all, several hundreds of pages in the reports. The book is one which deserves high praise, both for the body of its contents, for the well-arranged

index, and for the printer's and binder's work. A hint is given by the lettering on the back that a second volume may be looked for some day, and that time may perhaps be hastened by the establishment of the Board of Trade patent reports. If a bulk of decisions is to accumulate—a thing which may be regretted, though it can hardly be helped—we shall hope for Mr. Goodeve's assistance in digesting it and rendering it easily accessible.

A Concise Treatise on the Law and Practice of Patents for Inventions. By Clement Higgins, Barrister-at-Law. W. Clowes & Sons (Limited).

This is a neat and serviceable edition of the Patents Act, so far as it relates to letters patent, and not to the other subjects included in it. It opens with a capital table of cases, arranged in the well-known style of Mr. Higgins' Digest of Patent Cases. Then comes the Act, with notes to the patents sections; then follow the Board of Trade and Law Officers' Rules. A most singular omission is that of the Privy Council Rules, corresponding to a similar omission of any note to section 25, which deals with the prolongation of patents. How any treatise on the "Law and Practice of Patents for Inventions" can fail to touch upon the question of prolongation we fail to understand. In other respects, however, the book contains a fairly full statement, in a concise shape, of English patent law as deducible from the cases and the new statute. The author has dealt with the principal subjects which are usually discussed in patent cases, his method being to lay down a series of propositions, to support them successively by the mention of some of the principal cases upon the point, and to illustrate them by giving the facts of a few pertinent decisions. The propositions, so supported and illustrated, are inserted in the shape of notes to the Act where they appear to come in appropriately. In this way we get short summaries of the law upon subject-matter, the sufficiency of the complete specification, and so on, which other writers on the Act have omitted. The index might have been made more full, and some forms, in addition to those in the schedule to the rules, might have been supplied with advantage. We do not find that the author deals with the principal points which have been raised upon the construction of the Act—*e.g.*, how far the provisions contained in the rules for the grant of patents for communications from abroad are warranted by the terms of the Act; how far, if at all, the sufficiency of the complete specification is assured by its having been accepted by the examiner; whether the grounds of revocation are to be in any manner more restricted than the grounds of repeal by *scire facias* have hitherto been; and other points may be suggested. Points which have been publicly raised and contested with ability ought to receive some comment in a book of this kind, hence we should have expected some observations on section 87. However, we do not wish to find fault unduly; the author has evidently taken considerable pains in formulating his propositions and illustrating them, and we think he is a safe guide where he provides us with any guidance at all.

The New Patents, Designs, and Trade-Marks Act, 1883, with Notes and Index. By T. Aston, Q.C. Stevens & Sons.

We cannot deny that we are a little disappointed in this book. When a writer of Mr. T. Aston's eminence enters the field we are inclined to expect from him an exhaustive statement of the law with which he must necessarily be so intimately acquainted; instead of this we get this sort of statement: that the proceedings in an action for infringement are, under the new Act, practically the same as under the Patent Act of 1852. What these were we are not told. This comes in a note to section 29. The same note draws attention to two or three points in which the author considers the old law to have been improved; but the author appears to assume that everyone knows all the details of the existence of a patent under the old law, from the cradle to the grave, through all its possible struggles and vicissitudes. This is just the sort of thing which we want Mr. Aston to tell us; we do not want to have to go to the old books of patent practice to find out exactly what is meant, and what is the general result, when we are told that the old law is altered in this or the other respects. However, we must take the book as we find it, and, as a guide to the enactments of the new law which differ from those of the old, it will unquestionably be useful. Mr. Aston points out very clearly what the alterations are, and often gives good advice, which may with advantage be adopted by those whom it concerns. Thus, examiners and applicants are told (p. 5) that, "on the one hand, tact and knowledge will be needed in making the official suggestion or requirement; on the other hand, patentees will do well to exercise care, patience, and intelligence in the consideration of what will be in the nature of official advice, which, it may be assumed, will be tendered to them without bias and in their own interest." The book may safely be recommended to readers who are acquainted with the old law—*e.g.*, to experienced patent agents—whose only need is to find out what new law they have to learn. We are glad to find from the preface that, in Mr. Aston's opinion, "a careful study of the Act justifies the expectation that it will be productive of very beneficial results to applicants and the public."

FIXTURES.

Amos and Ferard on the Law of Fixtures and other Property Partaking both of a Real and Personal Nature. Third Edition. By Charles Agace Ferard and W. Howland Roberts, Barristers-at-Law. Stevens & Sons.

The reputation of Amos and Ferard is well established. It was not only the first separate treatise on the important and difficult branch of law which it discussed, but it was the first elaborate attempt to eliminate principles from the mass of cases on the subject. The general arrangement of the book was excellent, but its method, as was natural in a treatise published between forty and fifty years ago, was somewhat cumbrous; many of the cases were stated at great length, and also moralized upon at considerable length. The new editors have, generally speaking, observed the same method. We can hardly complain of this, for any other course would have necessitated the re-writing of the whole book. In other respects, our impression is that the editors have accomplished their work very satisfactorily. We have tested the new edition in numerous points, and on these we have found the modern cases and statutory provisions carefully inserted, and, on the whole, very well stated.

CORRESPONDENCE.

THE SOLICITORS' BENEVOLENT ASSOCIATION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I have just received a copy of the annual report, &c., of the above society, with the usual urgent appeal to become a member of it. I have for some time felt that *esprit de corps*, to mention no higher motive, should induce a very general support of a society with the professed objects of the association. But the persistent policy of the directors has hitherto deterred me, and I doubt not others also, from sending a subscription. This appears to have for its aim the accumulation of such an amount of funded capital as shall render the association independent of, or only very partially dependent on, subscriptions. The funded capital now stands at over £47,000, and this large sum represents in great measure capitalized subscriptions. Such a course (which places the money subscribed for the relief of immediate and pressing calls at the disposal of a future and unknown body) seems to me inexplicable, and, while it continues, I must, with regret, hold aloof from supporting the society. H.

March 14.

EASEMENTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Will some of your readers enlighten me on a point which is perplexing me a good deal, and on which I cannot arrive at any satisfactory conclusion—viz., as to what is the effect upon an easement of the union and subsequent severance of the dominant and servient tenements?

My case is this. A. is the owner in fee simple of a house which I will call "The Grange," having an actual legal easement of light through windows overlooking Blackacre, which belongs to a different owner, and is in the possession of B., who is a lessee for years. B. purchases the Grange, so that unity of possession thereupon ensues; but, after retaining both properties for four or five years, a severance of the ownership occurs by the surrender or termination of the lease of Blackacre, and the reversioner soon afterwards obstructs the light. Has the owner of the Grange any remedy?

It will be observed that, although there was unity of ownership for four or five years, the two properties were held *for different estates*. And in *Simper* v. *Foley* (2 J. & H. 563), Wood, V.C., said, "It is clear that the effect of the union of the ownership of dominant and servient tenements for different estates is not to extinguish an easement, but merely to suspend it so long as the union of ownership continues, and that, upon a severance of the ownership, the easement revives" (see also Goddard on Easements, 2nd ed., 366; Latham on Window Lights, 1st ed., 137).

From this it should seem that, on the severance of the ownership of Blackacre and the Grange, the easement, which had existed by virtue of more than twenty years' uninterrupted user at the time of the union, would revive, so that the removal of the obstruction could be enforced.

But section 4 of the Prescription Act requires that, in order to assert the easement, the twenty years during which the user has occurred

should be the twenty years *next before action brought* (see *Parker* v. *Mitchell*, 11 A. & E. 788; *Lowe* v. *Carpenter*, 6 Ex. 825). And on this it has been held that the user must be not a mere user in fact, but an user *in the character of an easement* distinct from the possession or enjoyment of the servient tenement itself (*Harbridge* v. *Warwick*, 3 Ex. 552; *Bright* v. *Walker*, 1 C. M. & R. 211).

It has also been held that, if there be unity of possession of the two tenements during all or part of the twenty years, the easement is defeated, although such unity of possession did not commence until after the right had been enjoyed for the prescribed period, and thus become a legal easement (*Battishill* v. *Reed*, 18 C. B. 696). In that case there had been an uninterrupted user of the easement (a right of way) from 1800 to 1855, but it was held to be defeated by unity of possession from 1843 to 1853.

It is true these latter decisions were on rights of way, but they apply equally to easements of light. It is only as regards the *acquisition* of the latter easement that the rule differs from that applicable to other easements in making an *actual* user sufficient, and not requiring it to be "as of right."

I can quite understand that if the enjoyment has *not* ripened into an actual legal easement by twenty years' user before the union of ownership occurs, such union would operate as an interruption, which would prevent a title from being gained under the Act; for during the union the claimant would enjoy not the easement, but the soil itself of the servient tenement (*Harbridge* v. *Warwick*, *suprà*; *Bridge* v. *Walker*, 1 C. M. & R. 219, *per* Parke, B.). This is consistent with all the authorities above cited.

But I cannot see how to reconcile the first-mentioned authorities with the latter in cases where the user *has* ripened into an actual legal easement before the union of ownership occurs. For, according to the former authorities, it seems clear that on the severance of the two tenements in my case the easement revived, and that, therefore, it can now be enforced and the obstruction restrained; whilst, according to the latter, it seems equally clear that the easement is virtually destroyed, since any action brought to restrain the obstruction would be defeated by showing the unity of possession during part of the last twenty years.

I have vainly searched many cases and authorities, including Mr. Goddard's very able book on Easements, which latter I thought would certainly have cleared up the point. And I shall feel greatly obliged if any of your readers can explain which is the correct rule, and refer me to authorities.

If, instead of the severance of the two tenements arising by the surrender or termination of the lease of Blackacre, it were caused by the *sale* of one of the tenements, then I apprehend the easement would cease to exist—at all events, *as an easement*; for, although if B. sold *the house* the purchaser would undoubtedly have a right to the unobstructed enjoyment of the lights, that right would not be in the nature of an easement, but would depend on a totally different principle—viz., that a man shall not derogate from his own grant; whilst if he retained the house, but sold Blackacre, the purchaser might build and obstruct the lights, since the law would not imply any reservation of the lights in favour of the vendor (see *Wheeldon* v. *Burrows*, 41 L. T. 327; Goddard on Easements, 168).

LIGHT.

The *Illustrated London News* says that the will of Mr. Francis Thomas Bircham, formerly of 46, Parliament-street, but late of Burhill, Walton-on-Thames, who died on November 25 last, was proved on the 3rd inst., the value of the personal estate amounting to upwards of £161,000. The testator bequeaths to his wife £1,000, the marble bust of himself by Count Gleichen, and all his plate, furniture, pictures, and household effects, subject to specific gifts thereout to his sons, and of memorials of him to his daughters, and also all his wines, consumable stores, horses, and carriages; to his son Samuel the plate presented to him by the directors of the London and South-Western Railway Company, and all his live and dead farming stock, crops, and implements; and there are numerous legacies to his children, daughters-in-law, sons-in-law, brother, sister, nephews, nieces, and other relatives, godchildren, assistants in the firm of which he was formerly a member, servants, and others. He leaves certain stocks, amounting together to upwards of £45,000, upon trust for his wife for life, then, as to £10,000 sterling, as she shall appoint, and as to the remainder, as she shall appoint among his children and their families; and £8,000 upon trust for his grandson, Marwood Charles Tucker. The Burhill Estate, and his one-third share of the house in Parliament-street he gives to his son Samuel, subject to his paying two sums of £5,000 and £10,000 to his general estate, and of £600 per annum to his wife for life. As to the residue of his property, he leaves nine forty-fourths to his son Francis Thomas Bircham, and seven forty-fourths each to his son Ambrose Humphreys Bircham, and to his daughters, Mrs. Kate Dalrymple Halsey, Mrs. Laura Caroline Downton, Miss Alice Jessie Bircham, and Mrs. Francis Elinor Pearse. The benefits conferred on his wife and children are in addition to the provision made for them by his marriage settlement.

THE NEW PRACTICE.

R. S. C., 1883, ORD. 31, RR. 25, 26—INTERROGATORIES, SECURITY FOR COSTS OF—DISPENSING WITH SECURITY.—In a case of *In re Smith*, *Smith* v. *West*, before Kay, J., on the 13th inst., the court was asked to allow the delivery of interrogatories by the plaintiffs, dispensing with the security for costs required by ord. 31, r. 26. The object of the action was to set aside a sale of some of the testator's property by his executor, on the ground of undervalue, and that the purchaser, who was the brother of the solicitor who acted for the executor, was in reality merely a nominee for him. It was also sought to set aside a subsequent mortgage of the property by the purchaser; and the mortgagee, as well as the executor, his solicitor, and the purchaser, were made defendants to the action. The interrogatories, which were about twenty-eight folios in length, were directed to showing the *mala fides* of the alleged sale, and, as it was intended to administer them to all the defendants, the four deposits of £5, and the sum of 10s. payable on every folio above five, would make the whole amount something not far short of £60. From the plaintiffs' affidavit it appeared that one of them was in no employment, and relied on an annuity of 14s. a week given him by the will for his support; and that the other two, who were deferred legatees under the will, were, the one the wife of a labourer on weekly wages of 20s., and the other a widow, having an income of 8s. a week. The application had been made in chambers and refused. KAY, J., now allowed the filing and service of the interrogatories, without any deposit, subject to the omission of two of them, which his lordship considered unnecessary, and suggested a further curtailing of the remainder.—SOLICITORS, *Clarke, Woodcock, & Ryland*, for *H. Makepiece*, Birmingham; *Ullithorne, Currey, & Villiers*.

R. S. C., 1883, ORD. 38, RR. 3, 11—ORD. 65, RR. 11, 27 (SUB-SECTIONS 20, 29)—AFFIDAVIT OF DOCUMENTS—UNNECESSARY PROLIXITY—POWER OF COURT TO TAKE OFF FILE—COSTS.—In a case of *Hill* v. *Hart Davis*, before the Court of Appeal on the 14th inst., a question of importance arose as to the power of the court to order a document which is on the file to be taken off, on the ground that it is oppressively and vexatiously prolix. The action was brought to restrain the publication of a libel, consisting of statements depreciatory of the financial position of a friendly society. The defendant required the plaintiffs to make the usual affidavit of documents in their possession relating to the matters in question in the action, and the plaintiffs filed an affidavit containing 307 sheets and 1,146 folios, for a copy of which the defendant had to pay £19 2s. In this affidavit the plaintiffs set out a short description of each one of 4,216 letters from their secretary to the agents of their different lodges, and had also included a large number of receipts from sick members for pay received from the society during sickness, and return sheets of the expenses of the numerous lodges of the society. On the application of the defendant, Kay, J., ordered the affidavit to be taken off the file, and ordered the plaintiffs to pay all the costs, on the ground that the affidavit was oppressive and vexatious, and an abuse of the process of the court. The Court of Appeal (COTTON, BOWEN, and FRY, L.JJ.) in substance affirmed the decision. On behalf of the appellants it was contended that it was not the practice of the Court of Chancery to order a document to be taken off the file merely on the ground of prolixity, though it did so in the case of scandalous matter, and that, while the Rules of Court of 1883 give an express power (ord. 38, r. 11) to strike out from any affidavit any scandalous matter, the penalty imposed for prolixity (by rule 3 of order 38, and sub-sections 20 and 29 of rule 27 of order 65) is the disallowance of costs. It was stated that when a document is ordered to be taken off the file, the practice is not to return it to the party who has placed it there, but to destroy it by burning. COTTON, L.J., said that, assuming that all the documents which were set out in the affidavit were relevant to the matters in issue in the action, he was of opinion that they were set out at unnecessary and improper length. Then the question was, what order ought to be made? Their lordships thought that, instead of ordering the affidavit to be taken off the file, a different order should be made. This would not be at variance with the principle of the decision of Kay, J. His lordship was of opinion that, although the Rules of Court contained no provision for taking an affidavit off the file in such a case as the present, yet it was the duty of the court to see that its files were not made the instruments of oppression, and, without any express provision in the rules, the court had the power, and it was its duty, to order oppresive documents to be taken off the file, even if this would result in their being burnt. But in the present case the defendant had got a copy of the document in question, and if it was taken off the file and destroyed, the plaintiffs would have to prepare another, and the defendant would have to wait while they did so. Without, therefore, in any way differing from the principle of the decision of Kay, J., but, on the contrary, affirming it, their lordships thought it would be better to order the plaintiff to pay the £19, less £2, which they thought would be the cost of an affidavit of proper length. The plaintiffs must pay the costs which they had been ordered to pay in the court below, and they must pay the costs of the appeal. And at no further stage of the action would the plaintiffs be allowed any costs of this affidavit. His lordship added that rule 11 of order 65 enables the court to disallow to a solicitor, as against his client, any costs which have been improperly incurred, and to order the solicitor to repay such costs to the client, if he has had to pay them to the opposite party. At present the court would not make any such order. This was a matter between the plaintiffs and their solicitors. BOWEN, L.J., was of the same opinion. He thought that the order, as modified in the way proposed, would

meet the purposes of justice in this case, without invoking the larger jurisdiction of the court to take off its files documents which had been placed there for the purposes, not of justice, but of injustice. It was not denied that there was such a jurisdiction, though it might not have been the practice before the Judicature Act to take documents off the file on the mere ground of prolixity. But every court must have the power of protecting its records from being abused. Courts of justice were intended to be used, not abused. His lordship preferred not to define exactly what constituted oppression and vexation; such terms were better left in their larger shape, and it was more convenient to say in each particular case whether it came within a perfectly intelligible definition. FRY, L.J., was of the same opinion. He was not inclined to express any judgment whether the documents set forth in the affidavit were relevant. But, assuming that they were, it was to his mind perfectly plain that anyone who understood his work might have inserted the whole of these documents in a shape which would not have been at all oppressive or vexatious. There was a prolixity in the affidavit of which no account had been or could be given, except a desire of obtaining costs.—SOLICITORS, *Montague Scott & Baker; Poole, Hughes, & Poole.*

R. S. C., 1883, ORD. 25, RR. 1—3—PROCEEDINGS IN LIEU OF DEMURRER—ACTION SET DOWN FOR HEARING ON POINT OF LAW—PRECEDENCE IN CAUSE LIST.—In a case of *Woolley* v. *Thornley*, before Pearson, J., on the 19th inst., a question arose as to the precedence of an action which is, under rule 2 of order 25, set down for hearing on a point of law raised by the pleadings. The whole question in the action was whether the effect of the will of a testator (which was set forth in the statement of claim) was to convert his real estate into money before the death of the tenant for life under the will, and whether, therefore, it went to the real or to the personal representatives of some persons who had died during the life of the tenant for life. By consent of the parties the action was set down for hearing on this point of law, and the officer of the court, by analogy to the old practice in relation to demurrers, placed it at the head of the list of non-witness actions. PEARSON, J., said that when the decision of a point of law raised in this way would substantially dispose of the whole action, there was no reason why it should obtain precedence over other actions, and he should direct that, in future, actions so set down should take their place in the ordinary way in the general list. If only a preliminary point was to be raised in this way, an application should be made to the court as to setting it down for hearing.—SOLICITORS, *Stokes & Robinson; Sharpe, Parkers, & Co; Few & Co.*

JUDGES' CHAMBERS.*

QUEEN'S BENCH DIVISION.

(Before FIELD, J.)

March 12.—*Hopton* v. *Robertson.*

Orders for judgment under order 14—Drawing up and serving—Ord. 52, r. 14.

An order giving leave to sign judgment under order 14, unless a sum is paid before a day named, need not be served upon the defendant before judgment is signed upon it.

This was an appeal by the plaintiff from the order of a master setting aside judgment and execution in the action, and ordering the plaintiff to pay the costs of the application and the sheriff's charges.

The action was brought for £22 11s., the price of goods sold and delivered. On February 25 a summons under order 14 was heard before a master, when it was admitted by the defendant that the sum of £22 0s. 4d. was due. The master gave leave to sign judgment for that amount, with interest, if any, and £6 10s. for costs, unless £22 0s. 4d., with £2 10s. costs, was paid before March 1. On March 1 the master's order was drawn up, and, the money not having been paid, judgment was immediately signed and execution issued. Later in the same day a tender of the amount was made by the defendant, but was refused.

Corrie Grant, for the plaintiff.—The judgment was regular, and if it is set aside it should be upon the terms of the defendant, not the plaintiff, paying the costs.

H. D. Greene, for the defendant.—The judgment was irregular, because the order of February 25 was not served upon the defendant. By the practice, both at common law and in equity, an order must be served before it can be enforced. By ord. 52, r. 15, certain specified orders need not be drawn up; but, except in that respect, there is nothing in the rules to alter the former practice. He cited Lush's Practice, 3rd ed., p. 953; Chitty's Practice, 13th ed., p. 1281; Daniel's Ch. Practice, 6th ed., p. 1545; *Metcalfe* v. *The British Tea Association* (46 L. T. N. S. 31).

FIELD, J.—I have looked through the cases with which Mr. Greene has furnished me, but I do not find that they establish the proposition that an order must in all cases be served before it can be enforced. One of them (*Land Credit Company of Ireland* v. *Fermoy*, L. R. 5 Ch. 323) was an authority to the contrary. The master could only have given the defendant the costs in this case upon the ground that the plaintiff was wrong in signing judgment when he did. Possibly, in a case of very sharp practice, the master might make the plaintiff pay the costs where he was technically right; but there is no such sharp practice here. The order unquestionably was that the money should be paid before Saturday, and that not having been done, judgment was signed on that day. The proposition in the text-books as to the necessity, in certain cases, of drawing up and serving the order, does not apply where the party to be served himself has to take the next step under the order. It is where the other side may suppose that the order is abandoned that the necessity of service arises. Where, for instance, an order is made giving a party time to plead, it must be drawn up and served upon the other side. If an order is obtained upon terms which limit the exercise of the applicant's free action, it need not be drawn up, and he can then take the steps which he would otherwise be entitled to do, and it is therefore necessary in such a case that the other side should know whether the order is to be acted on or not. But in this case an order for judgment was made unless a certain amount was paid by the defendant before a day named. I think that it was not necessary to serve this order, before signing judgment upon it, in default of the sum named being paid. The judgment was therefore regular, and the defendant should pay the costs of it; but the costs of service of the order should be deducted from the fixed sum allowed for costs in these cases.

Order varied, by directing defendant to pay costs of judgment, less costs of the service of the order; the defendant to pay the costs of this application.

Solicitors for the plaintiff, *Geo. Davis, Son, & Co.*
Solicitor for the defendant, *E. Sweeting.*

March 13.—*Cowley* (*applicant*) v. *Tyler* (*respondent*); *Re a Bill of Sale.*

Relief under section 7 of the Bills of Sale Act, 1882.

This was an application by the grantor of bill of sale for an order under section 7 of the Bills of Sale Act, 1882, that the grantee should be restrained from removing or selling the chattels contained in the bill of sale.

The affidavit in support of the application alleged that the consideration stated in the bill of sale had not passed; and that all the instalments under the bill of sale had been paid as they became due.

The respondent's affidavit admitted that all the instalments that had become due had been paid, but alleged that the sum of £106 10s. and interest was due to him, this sum having been paid by him at the applicant's request to her landlord, who had distrained for rent upon the furniture included in the bill of sale.

C. A. Pope, for the applicant.
Black, for the respondent.

FIELD, J.—If the applicant had paid the respondent the rent that he has paid to her landlord, I should have granted her relief under the section. As it is, the application is entirely groundless.

Appeal dismissed, with costs.
Solicitor for the respondent, *W. F. Whitley.*
Solicitor for the applicant, *W. H. Lane.*

March 14.—*Cooper* v. *Moon.*

Affidavits taken out of her Majesty's dominions, where no consul or vice-consul—Ord. 38, r. 6—21 & 22 Vict. c. 95, s. 31—36 & 37 Vict. c. 66, s. 76.

This was an *ex parte* application by the plaintiff to allow an affidavit of service of the writ on the defendant that had been sworn in the United States to be filed.

The affidavit in question was sworn by the deputy-sheriff of Kanawha county, West Virginia, U.S. The *jurat* was as follows:—"Sworn . . . before me, George Ritter, a justice of the peace and local magistrate in and for Kanawha county, in the State of West Virginia, United States of America, duly authorized and empowered by the laws of the said State, to administer oaths in and for the said county." Appended to the affidavit was a certificate of the president of the county court of Kanawha that George Ritter was a local magistrate empowered to administer oaths, and a certificate of the clerk of the county court to the same effect and verifying the signature of the president. The seal of the county court of Kanawha was affixed.

FIELD, J.—I think it may safely be held that, by virtue of the 70th section of the Judicature Act, 1873, the 31st section of the 21 & 22 Vict. c. 95 is to be read as if the words "The High Court of Justice" were named in it, and, consequently, that affidavits sworn in manner therein provided for may be filed by the department. So also affidavits sworn in manner provided by the 22nd section of the 15 & 16 Vict. c. 86. In the present case the affidavit purports to have been sworn before a foreign local magistrate, and I think that the seal and attestation of the local court may, from comity of nations, be taken as authenticating his authority to administer an oath.

Order.
Solicitors for the plaintiff, *A. W. Johnson & Sons.*

March 18.—*The Staffordshire Joint Stock Bank* (*Limited*) v. *Weaver.*

Time—Order for judgment not acted upon for a year—Ord. 34, r. 12.

A plaintiff who has not acted upon an order for judgment under order 14 for a year can only sign judgment after a month's notice of his intention to proceed.

This was an *ex parte* application by the plaintiff for leave to sign judgment on appeal from the district registrar of Wolverhampton.

The district registrar had made the following note with reference to the case:—An order for judgment, under order 14, was made on November 8, 1882. No step has since been taken in the action, and more than twelve months have elapsed. Application is now made to me by the plaintiff to sign judgment without giving any notice to the defendant.

* Reported by A. H. BITTLESTON, Esq., Barrister-at-Law.

Under ord. 35, r. 8, I have requested the plaintiff to obtain the direction of a judge of this honourable court whether a month's notice should be given by the plaintiff to the defendant of his intention to proceed with the action (ord. 64, r. 13).

In support of the application a passage in 1 Chitty's Archbold, 13th ed., p. 180, was relied on, and it was stated that the reason judgment had not been signed before was that there had hitherto been nothing upon which execution could have been levied, and that, if a month's notice of the present application were to be given, there would again be nothing when that time had elapsed.

FIELD, J.—There is no authority in support of this application, except the *semble* in the book of practice that has been referred to. But I must look at the language of the rule. This is a cause in which there has been no proceeding for a year from the last proceeding. Is the plaintiff, who is applying here, a party who desires to proceed? He clearly desires to proceed by signing judgment against the defendant. Then, he is to give a month's notice to the other party of his intention to proceed. I think the district registrar was right.

No order.

Solicitor for the plaintiff,

March 18.—*The Queen (on the Prosecution of the Local Government Board)* v. *Cheshunt Local Board.*

Mandamus, prerogative writ of—Return to—Frivolous or vexatious—Ord. 25, r. 4—Ord. 53, rr. 9, 10.

A return to a writ of *mandamus* is not a pleading, and cannot, therefore, be struck out under ord. 25, r. 4.

This was an application to strike out a return to a writ of *mandamus*, on the ground that it disclosed no reasonable answer, or was frivolous or vexatious. In the alternative, the summons asked that the point of law be set down for argument.

Morton, for the respondent.—There is no power to strike out this return. It is not a pleading.

Channell, for the applicant.—By ord. 53, r. 9, the applicant for a *mandamus* may plead to the return as if it were a statement of defence delivered in an action. He might, therefore, have demurred to it, if demurrers had not been abolished. This application is made under ord. 25, r. 4, which is the proceeding in lieu of demurrer. Ord. 53, r. 10, shows that a point of law may be raised in answer to a return to a *mandamus*.

FIELD, J.—Ord. 53, r. 9, enables the applicant to plead to the return as if it were a statement of defence, but it does not make the return itself a pleading, so that it can be struck out.

Order:—Pleading to return to be delivered, and point of law set down for argument.

Solicitors for the applicants, *Sharpe, Parkers, & Co.*

Solicitors for the respondents, *Duffield & Bruty.*

CASES OF THE WEEK.

APPEAL—NOTES OF JUDGMENT APPEALED FROM—DUTY OF COUNSEL—AFFIDAVIT OF GROUNDS OF JUDGMENT.—In a case of *Ex parte Skerratt*, before the Court of Appeal on the 13th inst., a question arose as to the duty of counsel to take notes of the judgment delivered by a judge whose decision is appealed from. In the present case, which was an appeal from a decision of Bacon, C.J., the Court, in the course of the argument, inquired what was the ground of the judgment of the Chief Judge. It then appeared that no shorthand note of his judgment had been taken, and that the counsel engaged in the case had not taken any note. An affidavit made by a solicitor's clerk, who was present in court when the judgment was delivered, was tendered to show the grounds of it. COTTON, L.J., said that, when no shorthand note had been taken of a judgment which was appealed from, the counsel who were present when it was delivered ought to be able to state to the court, either from their own notes or from recollection, what were the grounds of the judgment. It was wrong for any person to make an affidavit of the grounds of the judgment. This would only add unnecessarily to the expense. FRY, L.J. thought it should be understood that it was the duty of counsel to take a note of the substance of a judgment.—SOLICITORS, *Pitman & Son.*

STRIKING OUT APPEAL—APPEAL PRESENTED AFTER UNDERTAKING NOT TO APPEAL.—In a case of *King* v. *Ashwin*, before the Court of Appeal on the 19th inst., the question arose whether a person, who had given an undertaking not to appeal against a judgment, could be allowed to proceed with an appeal which he had set down. The action was tried before Pollock, B., when the defendants submitted to a judgment directing certain accounts and inquiries, and no evidence was adduced by the plaintiff. The plaintiff wished to have this judgment drawn up as obtained on the consent of the defendants, but the defendants objected to this, and, on the minutes being spoken to before Pollock, B., he suggested that the judgment should contain an undertaking by the defendants not to appeal. This suggestion was adopted, and the judgment, as drawn up, contained the words, "the defendants undertaking respectively not to appeal." Notwithstanding this, the defendants gave notice of appeal, and the plaintiff then gave notice of motion asking that the notice of appeal might be set aside, as being in breach of the defendants' undertaking, and that the entry of the appeal might be struck out. It was alleged that the defendants had not authorized their solicitors or their counsel to give the undertaking. The Court (COTTON and FRY, L.JJ.) held that the entry of the appeal must be struck out, and said that the defendants, if they had not authorized the giving of the undertaking, ought to have applied to the court, upon proper evidence, to have it struck out of the order.—SOLICITORS, *Rogers & Clarkson; E. H. Smith; J. R. Chidley.*

COSTS—ADMINISTRATION ACTION—EXECUTOR OF DEFAULTING EXECUTOR.—In a case of *Griffiths* v. *Lewis*, before the Court of Appeal on the 11th inst., a question arose as to the costs which ought to be allowed to the executor of a defaulting executor who was defendant to an action for the administration of the estate of the original testator. The action was brought by a devisee and legatee for the administration of the estate of G. The defendant was L., who was the executor of E., the surviving executor of G. E. had not accounted for the whole of the personal estate of G. which he had received. By the judgment at the trial of the action an account was directed of the personal estate of G. come to the hands of E., his surviving executor, and to the hands of the defendant, as executor of E. since his death. And it was ordered that what on taking this account should appear to have come to the hands of the defendant should be answered by him personally, and what should appear to have come to the hands of E. should be answered by the defendant out of the assets of E. in a due course of administration. And, the defendant not admitting assets of E. for that purpose, it was ordered that an account should be taken of the personal estate of E. come to the hands of the defendant. The chief clerk by his certificate found that there was a balance of £228 due from the estate of E. to the estate of G., and that there was a balance of £50 7s. 6d. due from the defendant personally in respect of personal estate of G. received by him personally. The chief clerk also certified that there was due from the defendant an account of personal estate of E. received by him of £54 3s. 2d. On the further consideration of the action Chitty, J., directed payment into court of the balance of £50 7s. 6d. due from the defendant on account of G.'s personal estate, and of the proceeds of sale of some outstanding personal estate of G. which was directed to be sold. And a reference was directed to the taxing master to tax the costs of the plaintiff and the defendant of the action, as between solicitor and client, distinguishing the defendant's costs of taking the account of the estate of G., and also any charges and expenses properly incurred by the defendant relating to the administration of G.'s estate and the execution of the trusts of his will beyond his costs of the suit. And it was ordered that, out of the money to be paid into court, the plaintiff's costs should be paid to her solicitors, "and the said charges and expenses of the defendant and his costs of taking the said account so to be distinguished as aforesaid, and one moiety of his remaining costs of this action be paid" to his solicitor. And it was ordered that the defendant should be at liberty to retain the sum of £54 2s. 3d., found due from him as executor of E., in respect of the other moiety of the costs of the action. From this order the defendant appealed, alleging that the other moiety of his remaining costs of the action ought to have been ordered to be paid out of the estate of G., inasmuch as he personally had not committed any default. The Court of Appeal (COTTON, BOWEN, and FRY, L.JJ.) declined to alter the order. They said that the strict order to make in such a case was, that such costs as were clearly attributable to the position of the defendant as representing the estate of the original testator should be paid to him out of that estate; that such costs as were clearly attributable to his position as representing the estate of his own testator should be paid to him out of that estate; and that the residue of the costs should be apportioned between the two estates. The order of Chitty, J., amounted in substance to the same thing, for the defendant was to receive from the estate of the original testator the costs attributable to his position as representing that estate, and he was allowed to retain the whole of the balance due from him as executor of his own testator. And, probably because the judge thought that the expense of an inquiry for the purpose of apportioning the remaining costs between the two estates would be more than it was worth, he had roughly apportioned those costs by ordering them to be borne in moieties.—SOLICITORS, *I. H. Wrentmore; Young, Jones, & Co.*

REGISTRATION OF DESIGNS—COPYRIGHT OF GENERAL EFFECT—"OBVIOUS IMITATION"—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883 (46 & 47 VICT. c. 57), s. 58.—In the case of *Grafton & Co.* v. *Watson & Co.*, before Chitty, J., on the 13th inst., the question arose whether a registered design, consisting of a dominant part and subordinate parts, so arranged as to produce a general effect, is infringed by a design producing a similar effect, notwithstanding that such design imitates neither the dominant part nor the subordinate parts of the registered design. It appeared that the plaintiffs and defendants were calico printers at Manchester, and that it is the custom of the trade to produce designs in the autumn for the fashions in the following spring, orders for execution being received in the meanwhile. In October last the plaintiffs registered four designs as a range or series, but found, in January, that goods bearing a design of alleged similarity to their design were being sold by the defendants. It was stated by the defendants that their design had been especially produced for them in Paris by a designer to whom the plaintiffs' design had been admittedly shown in order that he might, whilst producing a general effect, which it was said was the fashion in vogue, avoid imitating in any particular the plaintiffs' design. The defendants' design did not imitate the parts of the registered design, but was a combination of equivalents, so arranged as to produce a similar effect. It was contended that general effect could not be the subject of registration. CHITTY, J., said that the

question was whether the defendants' design was a "fraudulent and obvious imitation" within the words of section 58 of the Patents, Designs, and Trade-Marks Registration Act, 1883. He held that it was a fraudulent imitation, using the word "fraudulent" in no odious sense, but in its legal use. With regard to whether the imitation was obvious, the word "obvious" in the Act of Parliament did not mean obvious to the uneducated or unskilled eye, but obvious to a judge or to a jury sitting as experts. That such should be the meaning attributable to the word was supported by the decision of the Appeal Court in *Mitchell* v. *Henry* (L. R. 15 Ch. D. 181). In his lordship's opinion, when the two designs were compared together, there was an obvious imitation caused by the defendants' reproduction of the plaintiffs' combination and arrangement. The general effect produced was the same as that of the plaintiffs' design, and was in palpable imitation of it. He was satisfied that, but for the production of the plaintiffs' design, that of the defendants would not have appeared. Notwithstanding the conflict of evidence, and, taking into consideration the ephemeral life of a fashion design, he held that, upon the balance of convenience and inconvenience, the proper course was to grant an *interim* injunction, restraining the defendants from infringing the plaintiffs' design.—Solicitors, *Grundy, Kershaw, Saxon, & Samson; Clarke, Woodcock, & Ryland*, for *Orford*, Manchester.

Agreement for Lease — Reservation of Right of Shooting — Ground Game Act, 1880 (43 & 44 Vict. c. 47), s. 5.—In the case of *Allhusen* v. *Brooking*, before Chitty, J., on the 14th inst., a motion was made by the plaintiff for an injunction restraining the defendant from shooting hares and rabbits in contravention of a stipulation contained in an agreement for a lease. It appeared that the plaintiff, being owner of the Vicarage Farm, Stoke Pogis, Bucks, in 1876 entered into an agreement with one Hales to lease the farm for a term of three years, determinable as therein mentioned, and reserving to the landlord the exclusive right of shooting over the farm, but giving to the tenant the right to kill rabbits otherwise than with a gun. By a second agreement, made in February, 1880, it was agreed that the agreement of 1876 should be varied in certain particulars, and it was stated therein that "the landlord agreed to the tenant keeping possession of the land and premises now held and agreed to be held under this agreement for a period of fourteen years, to commence on the 29th of September, 1881." Both of the documents were of a very informal character. Hales remained in possession until December, 1880, when the agreements were, with the consent of the plaintiff, assigned to the defendant, who had since been the occupier of the land. The plaintiff complained that hares and rabbits had been shot by a person who had received the defendant's written authority, purporting to be given under the Ground Game Act, 1880, and the question raised was whether the saving clause of the Act was applicable to an agreement for a lease for years made previously to the 7th of September, 1880, the date of the passing of the Act, but for a term to commence after that date. The saving clause (section 5) is as follows:—"Where, at the date of the passing of this Act, the right to kill and take ground game on the land is vested by lease, contract of tenancy, or other contract *bonâ fide* made for valuable consideration, in some person other than the occupier, the occupier shall not be entitled under this Act, until the determination of that contract, to kill and take ground game on such land." Chitty, J., said that the agreement of February, 1880, was a valid agreement for a lease, binding on both parties, and one which the court would enforce in an action for specific performance, and decree the lease to be so drawn as to give effect to the reservation of shooting. The Ground Game Act, 1880, commenced with conferring on the occupier the right to kill and shoot the ground game, and, by section 3, rendered void any agreement purporting to defeat and alienate such right. But, according to the rules of construction of statutes, section 3 must be considered prospective only, for it contained no express words taking away old rights without giving any compensation. Apart from this, the agreement came distinctly within the terms of section 5, and to hold otherwise would not only be straining the language of the Act, but also infringing the principle that the Legislature did not interfere with vested rights without providing compensation. The case before the court was not one of a contract future to the Act, but one in which the right was vested in the landlord at the date of the passing of the Act by a contract made *bonâ fide* for valuable consideration. An *interim* injunction was therefore granted.—Solicitors, *G. L. P. Eyre & Co.*, for *Durnford & Lovegrove*, Windsor; *Drake, Son, & Parton*.

Petition for Appointment of new Trustees—Absconding Trustee—Substituted Service.—In a case of *In re Nicholson's Trusts*, before Pearson, J., on the 19th inst., a question arose as to substituted service. A petition had been presented, under the Trustee Acts, for the appointment of two new trustees of a will in place of one trustee who had died and another who had been adjudicated a bankrupt. The bankrupt had misappropriated some of the trust fund. The petition also asked for a vesting order. The note at the foot stated that it was intended to serve the petition on (amongst other persons) the bankrupt. The petitioners applied *ex parte* for an order for substituted service on the bankrupt, and adduced evidence to show that he had absconded. Pearson, J., declined to make the order. He said that he had never before heard of the service of such a petition on an absconding trustee, and he believed it to be quite unnecessary.—Solicitors, *Learoyd & Co.*

Lease—Restrictive Covenant — Trade or Business — Charitable Institution deriving no Profit.—In a case of *Rolls* v. *Miller*, before Pearson, J., on the 7th inst., a question arose as to the construction of a restrictive covenant in a lease. The action was brought by a lessee to restrain an alleged breach by sub-lessees of a covenant contained in the original lease, to the effect that the lessee should not at any time during the term, use, exercise, or carry on, or permit or suffer to be used, exercised, or carried on, upon the demised premises, "any trade or business of any description whatsoever," without the consent of the lessor. There were no words requiring that the house should be used only as a private dwelling-house. The defendants were about to use the house for the purpose of an institution for establishing "Homes for Working Girls." Such "homes" had been established in various parts of London. The object was to provide board and lodging in the house for girls employed in daily labour. The expense of so doing was defrayed, partly by means of the voluntary contributions of charitable persons, and partly by means of small payments made by the girls for their board and lodging, but no profits were derived by the managers of the institution. Pearson, J., held (*ante*, p. 103, L. R. 25 Ch. D. 206) that such a use of the house would be a breach of the covenant. It would be a carrying on of a "business," though no profit was derived from it. After this decision was given the managers of the institution determined to alter their system with regard to this particular house, and to require no payments from the girls who should avail themselves of its advantages; they were to be considered as "guests" of the committee. The case was then brought again before Pearson, J., by arrangement between the parties, to obtain his decision whether the scheme carried out with this alteration would involve a breach of the covenant. Pearson, J., was of opinion that it would. He said that the nature of the new scheme appeared from the following resolutions passed by the committee:—"First, this home is intended by the committee for the free use of working girls and young women between the ages of fifteen and twenty-five, who are without situations and temporarily unable to support themselves; secondly, all applications for admission are to be made personally to the superintendent, with whom will rest the right to refuse admission without alleging any reason, and to whom satisfactory references as to respectability must be furnished; thirdly, no charge of any kind will be made for the use of this house or for any meals that may be supplied therein; fourthly, the residents will consider themselves as guests of the superintendent and committee, and will, it is hoped, feel it incumbent on them to regard the wishes of the superintendent, who, so far as possible, will desire them to conduct themselves as if they were in their own homes; fifthly, the superintendent, however, wishes it to be understood that the residents will be expected to attend morning and evening family prayers and church services, and to render, if and as she wishes it, cheerful assistance in the performance of the domestic duties of the house." It had been contended on behalf of the plaintiff that it necessarily followed from the terms of the injunction that there would still be a breach of the covenant, inasmuch as profit made no difference, and profit being derived from payment, payment, therefore, could make no difference, in respect of this home being a "business." On the other hand, it was urged that there would no longer be any trading, that a new state of circumstances altogether had arisen, and that the court must consider the case as brought on now for the first time; and it was contended that the home, as it was intended to be conducted, was no more than a house in which the guests of any person were received without payment, that it was in fact merely a business of hospitality, and could not come within the terms of a covenant against carrying on a trade or business. His lordship could not agree with this view of the case. There was very little authority upon the question, but there was the case of *Doe* v. *Keeling* (1 M. & S. 98). There the lessee covenanted "not to use or exercise upon the demised premises, or any part thereof, any trade or business whatsoever, without the licence of the lessor." The lessee afterwards assigned the lease to a schoolmaster, who carried on his business in the house. Lord Ellenborough, C.J., said: "I have no doubt that this is a business within the meaning of the covenant, and one which is likely to create as much annoyance as can be predicated of almost any business. It surely cannot be contended that the noise and tumult which sixty boys create are not a considerable annoyance, as well to the neighbourhood as to the house, from which any landlord may fairly be supposed to be desirous of redeeming his premises; and the exhibition, too, of the boys may be said somewhat to resemble a show of business within the terms of the covenant. The intention of the covenant was that the house should not be converted to any purposes which might be likely to annoy the neighbourhood, and, by that means, to depreciate its value at any future period when another tenant might be required. But a business of this kind would necessarily produce inconvenience to the neighbourhood, both by the disturbance which the inmates of the house would create, and by drawing to the spot a large resort of persons, such as the parents and friends of the children; and it is, therefore, that species of business which would have most prominently offered itself as fit to be excluded. It is certain that the words of the covenant in some places relate to that species of trade which is carried on by means of sale and an open exhibition of trade; but can we say that the word 'business' does not comprise such an occupation as the present? It seems to me that we cannot; and, as to the intention, if the party had it in his contemplation either to secure his own privacy or that of his neighbourhood, there can be no doubt that this is a species of business that he would have particularly excluded. He has not done so by express words; but still the words are sufficient, and the intention is clear." In the present case his lordship could find all the *indicia* pointed out by Lord Ellenborough. According to the report of the trustees of the institution, it was probable there would be a great number of residents, certainly many more than in the case of the school, because they spoke of 100 girls in one of the homes, and 258 in another, and it was said that these figures did not represent the whole number which might be expected. Then the proposed regulations stated that the girls were expected to perform the domestic duties of the house, which

certainly was not done by ordinary guests or visitors. Then it might be gathered from the statement that the superintendent was not either the owner of the house nor the lessee, but was a paid superintendent, and was to receive visitors who came to inspect the arrangements of the home, and she was also to ascertain the character of the applicants and to superintend their conduct. For all purposes the inmates were to be outside of the ordinary domestic life of a house. Under all these circumstances, he was of opinion that this was something which was not within the ordinary domestic life of a house, but was in all respects different from it. It was, in fact, a business which was carried on by the subscribers to the institution, notwithstanding that, in future, no payment was to be required from the inmates. Moreover, the court was now dealing with only one of these homes, where no payment was to be made, but this did not apply, as he understood, to the other homes, where payment would still be continued; and it would be difficult to say that one of the homes was not a business while all the others were so.—SOLICITORS, *Markby, Wilde, & Burra; Miller & Pook; Nisbet & Daw.*

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—STATUTE OF FRAUDS.—In a case of *Ozd* v. *Coombes*, before Pearson, J., on the 4th inst., the question arose whether an agreement for the sale of a house was void under the Statute of Frauds, on the ground that it did not contain all the material terms of the agreement between the parties. The action was brought for the specific performance of an agreement for the sale of some leasehold public-houses. The plaintiff was a brewer, the defendant J. C., was the lessee, for the remainder of a term of ninety-nine years (determinable on a life or lives), of a public-house called the George and Crown, which was occupied by the defendant W. C. (the brother of J. C.), as his tenant. The defendant W. C. was also lessee of another public-house, called the Dinnington Inn. On the 6th of April, 1882, the following agreement in writing was entered into between the plaintiff and the defendant W. C.:—"This is to witness that an agreement is made this day between W. C., for self and brother J. C., to sell to O. the George and Crown Inn and premises, and all interests thereto belonging, for the sum of £1,000. On account of this sum fifty pounds has this day been paid." On the agreement was the following indorsement:—"It is further agreed that all tenant's fixtures shall be taken at a fair valuation, and that the sum of twenty pounds shall be paid for all grates. It is agreed that the stock-in-trade shall be kept as low as convenience will allow, and shall also be taken in the same way by valuation. It is further agreed that the remainder of the interest in the Dinnington Inn, held by lease, shall be included (the owner or his agent permitting), *the balance to be paid and the deeds passed over at such time as shall be mutually arranged.*" These documents were both signed by W. C. and by O. There was a dispute whether W. C. had authority to enter into the agreement on behalf of his brother, J. C., but, for the purpose of determining the question on the Statute of Frauds, the authority was admitted. It was objected (1) that in the contract the purchase-money was not apportioned between the two houses, and that, therefore, as to each house the amount of the purchase money was uncertain; (2) that the time for the completion of the contract was left uncertain. PEARSON, J., overruled the objections, and held that the statute had been sufficiently complied with. The two persons capable of selling the two properties had agreed to sell them for £1,000, and the purchaser had nothing to do with the apportionment of price between the two. On payment of £1,000, he was entitled to a conveyance of the entire subject-matter of the contract. The other objection was was that the contract was not complete until the time for completion had been mutually agreed upon by the parties. His lordship was not aware that time was of the essence of a contract within the Statute of Frauds. He was not aware of any case in which a vendor had been allowed to say that, because the agreement did not mention the date for completion, there was not a contract at all, but only negotiation. No doubt, in *May* v. *Thomson* (L. R. 20 Ch. D. 705), Jessel, M.R., said (p. 717), "If both parties intend that a lease should be taken from a day to be named, and the one simply said that he would take a lease, and the other said he would grant a lease, and it was held that that was enough without fixing a day, you would be making a new bargain for the parties. Well now, turn the granting of a lease into an assignment, the same intention may be present to them. It may be an assignment of a lease and goodwill of a business. Both parties may thoroughly understand that they are to have a day fixed for the payment of the purchase-money and the carrying out of the assignment, and that there is no final bargain without it; yet, if they do not state it, the court, it is said, fixes upon the term and makes them bargain for a reasonable time, to be fixed upon by a jury, who may be, perhaps, not very conversant with the matter. We must always be on our guard against that." His lordship agreed with every word of that. But looking at the agreement in the present case, he thought that it contemplated completion within a reasonable time, and that the day for completion was to be arranged so as to suit the convenience of both parties. The contract was a final one, and this term was only a subsidiary stipulation.—SOLICITORS, *Sandys & Trevenen; G. M. & J. B. Benson.*

In the House of Commons, on the 13th inst., Mr. W. H. Smith asked whether arrangements had been made to relieve the block in the Court of Chancery which occurred last year. The Attorney-General said that a large number of cases had been transferred to the Queen's Bench Division, and the only other relief that could be given would be to exempt the judges of the Chancery Division from going circuit. This was now under consideration, as was also a proposal to send only one judge instead of two into the smaller counties. All the judges would be put into the commission, so that they could be utilized as required in the different circuits.

SOCIETIES.

EQUITY AND LAW LIFE ASSURANCE SOCIETY.

The thirty-ninth annual general meeting of this society was held on Tuesday at the society's house, No. 18, Lincoln's-inn-fields, Mr. JOHN MOXON CLABON, the chairman, presiding.

The report, which was taken as read, stated that the progress made during the year had been very satisfactory. The total amount assured under 232 policies issued in the year was £522,082, of which £347,955 had been retained by the society and the remainder re-assured. The new premiums received had amounted to £15,989 3s. 7d., and the premiums on new re-assurances to £4,293 15s.; the net amount of new premiums was therefore £11,695 8s. 7d., of which £2,022 1s. 6d. were single premiums. The gross amount of renewal premiums received was £158,290 0s. 10d. In this, however, was included a sum of £10,723 2s. 7d. received in commutation of future premiums on four policies. The sum paid for re-assurances was £22,119 19s. 2d., leaving a net amount of £136,170 1s. 8d. The amount of assurances in force at the end of the year was £5,551,522, or, deducting re-assurances, £4,525,311 10s. The amount of interest and dividends received during the year was £63,410 4s. 10d., being an increase of £3,030 7s. 4d. upon the corresponding item in 1882. The profit on reversions which was realized during the year had amounted to £19,258 0s. 5d. A large profit had also accrued to the society by a death during the year, which was now in course of realization. This profit would come into the accounts of 1884. The claims admitted in the year were under 66 policies, insuring £115,468 3s. 6d. upon 47 lives; of these policies 50 were on the participating scale, and carried bonuses of £25,678; the payments of the society were, however, reduced by £4,000 received from other companies under re-assurance policies. The claims of the year had been unusually large, but the average amount per annum paid during the four years of the quinquennium which had elapsed had been £93,648 14s., which was considerably under the expectation. The amount paid for surrenders was again considerable; it was, however, much swollen by a few cases of large amount. The total receipts during the year had amounted to £249,917 16s. 1d., and the total payments to £196,591 15s. 8d., so that the society's assets had been increased by £53,326 0s. 5d. They now amounted to £1,871,757 6s. 1d., and, excluding unproductive items, such as cash on current account and the reversions, were invested on the 31st of December last to produce an average rate of interest of £4 10s. 6d. per cent. per annum. The directors had to regret the loss, by death, of one of their members, Mr. Dunning; but, as an extra director was elected at the last general meeting, there was no vacancy to be filled up on the present occasion. The report also regretted to announce the death of Mr. Valpy, one of the auditors.

The CHAIRMAN, in moving the adoption of the report, said that the business which had been done had been as good, or nearly as good, as in any former year. The society had £1,900,000 in reserve, and well invested at £4 10s. 6d. per cent. They had paid in claims one and a quarter millions, and, in cash bonuses, £102,000; and when they came to the end of the present year, the quinquennium, they would have made a very satisfactory profit. Last year the assurances were £522,000, and the premiums £15,989. These were the gross figures; the net figures were—assurances £347,955, and premiums £11,695. The average of the past four years in assurances was £327,000, and this year £347,000; in premiums £11,940, and this year £11,695, rather below the average—in other words, on rather younger lives. The directors last year had brought business amounting to £64,173, and in the year before, £65,213. The shareholders last year brought £38,501, and, in the previous year, £23,918, whilst the officers had brought £69,426, against £66,276 in 1882. Solicitors not shareholders had brought £233,082, against £125,724 in the preceding year. As he had mentioned at the last annual meeting, a gentleman at Halifax had printed a work giving thirty insurance offices in the order of their advantage to the assured, and the Equity and Law Life was placed first on the list. He (the chairman) had every reason to believe this was true. Other sources had brought £88,700, against £65,380. Other offices owed them £324,000, which would rank, in future years, as part of their assurances, and from various sources, in addition, they had had £28,000, as against £25,000 in the previous year. The policies connected with loans were £219,312, and their renewal premiums were £125,447. Last year they paid claims on 47 lives, and 66 policies amounting to £137,146, whereas, according to the expectation in life, they ought only to have paid £115,000. That was simply because lives that ought to have dropped in previous years lived on until last year. The average was thirty-four lives in the year, and they had, during the four years, paid £50,000 less than was expected. The average amount of policy last year was £2,250, a larger amount than had ever been the case in former years; the average of the whole period having been £1,738. The larger the policy the better the position in life of the insured, and they were better off in that respect than had ever been the case. Their expenses formed, also, a very favourable item. The expenses were £7,882—only 3½ per cent. He doubted whether any other office in London could show so low a percentage of expenses. There was a profit on reversions of £19,285, and he thought there had never been a single year in which there had not been a profit on reversions. He did not remember that they had ever made a loss on that branch of business, and last year one had fallen in which, in addition to the amount just quoted, gave them £35,000, which would come into the account for the current year. He then quoted an instance of a policy effected in 1847 for £5,000. The life was still in existence, and the bonuses alone at the present time amounted to £5,310. Some alterations were

being effected with regard to the drainage of the society's premises at a cost of £500. In the course of his remarks, the chairman paid a high compliment to the officers, two of whom were abroad on account of illness.

Mr. H. Fox Bristowe, Q.C., Vice-Chancellor of the Duchy of Lancaster (deputy-chairman), seconded the motion, also speaking in laudatory terms of the officers, and giving numerous instances of the value of the society to the assured, and also to the proprietors.

The report was unanimously adopted.

On the motion of Mr. W. B. S. Rackham, seconded by Mr. Edward Moberley, Mr. E. F. Blake Church was elected an auditor in the place of the late Mr. Valpy.

On the motion of Mr. John Boodle, seconded by Mr. Collins, the retiring directors, Mr. Clabon, the Right Hon. Sir J. Phillimore, Bart., Mr. G. U. Robins, and Mr. A. H. Shadwell, were re-elected.

On the motion of Mr. E. Walmsley, Mr. A. H. Bailey and Mr. D. Pitcairn were re-elected auditors.

Mr. F. J. Turner moved, and Mr. Pitcairn seconded, a vote of thanks to the directors, and that £2,500 be paid to them for their services for the ensuing year.

Mr. Walmsley moved, and Mr. H. Broughton seconded, a vote of thanks to the auditors, and the payment to them of eighty guineas for auditing the accounts last year.

The motions were carried unanimously.

A vote of thanks to the officers, moved by the Chairman, and seconded by Mr. Powell, and a voted of thanks to the chairman, moved by Mr. Rackham, and seconded by Mr. Bellamy, terminated the proceedings.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 12th inst; Mr. William Beriah Brook in the chair. The other directors present were Messrs. S. Hurry Asker (Norwich), Edwin Hedger, John H. Kays, Grinham Keen, Robert E. Mellersh (Godalming), William Benjamin Paterson, Richard Pennington, Philip Rickman, Henry Roscoe, Sidney Smith, H. Smith Styan, Frederick T. Veley (Chelmsford), W. Melmoth Walters, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £255 was distributed in grants of relief, fourteen new members were admitted to the association, and other general business was transacted.

LEGAL APPOINTMENTS.

Mr. Adolphus Grimwood Taylor, solicitor (of the firm of Taylor, Simpson, & Taylor), of Derby, has been appointed by the High Sheriff of Derbyshire (Mr. Francis Noel Mundy) to be Under-Sheriff of that county for the ensuing year. Mr. Taylor is the only son of Mr. William Grimwood Taylor, solicitor. He was educated at St. Paul's School, and at Trinity College, Cambridge, and he was admitted a solicitor in 1873.

Mr. Henry Brunel White, solicitor, of Carmarthen, has been appointed a Perpetual Commissioner for Carmarthenshire for taking the Acknowledgments of Deeds by Married Women.

Mr. Martin Curtler, solicitor (of the firm of Curtler & Davis), of Worcester, has been appointed by the High Sheriff of Worcestershire (Mr. Henry Bramwell) to be Under-Sheriff of that county for the ensuing year. Mr. Curtler was admitted a solicitor in 1851. He is clerk to the magistrates for the Worcester Division of the county.

Mr. John Martin, solicitor, of Nottingham, has been appointed by the High Sheriff of Nottinghamshire (Mr. Frederick Chatfield Smith) to be Under-Sheriff of that county for the ensuing year. Mr. Martin was admitted a solicitor in 1851.

Mr. Herbert Henry Hudson, solicitor, of Portsmouth and Southsea, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. William Arnold Hepburn, solicitor (of the firm of Hepburn, Sons, & Cutcliffe), of 76, Cheapside, has been elected Clerk to the Leathersellers' Company. Mr. Hepburn was admitted a solicitor in 1874.

Mr. Charles Costeker, solicitor, of Over Darwen, has been appointed by the High Sheriff of Lancashire (Mr. Thomas Brooks) to be Under-Sheriff of that county for the ensuing year. Mr. Costeker is clerk to the magistrates at Over Darwen. He was admitted a solicitor in 1860.

Mr. Henry William Pinniger, solicitor, of Westbury, has been appointed by the High Sheriff of Wiltshire (Mr. Richard Leckonby Hothersall Phipps) to be Under-Sheriff of that county for the ensuing year. Mr. Pinniger is town clerk of Westbury and registrar of the Westbury County Court. He was admitted a solicitor in 1851.

Mr. Reginald Potts, solicitor (of the firm of Potts & Roberts), of Chester, has been appointed by the High Sheriff of Cheshire (Colonel Henry Cornwall Leigh) to be Under-Sheriff of that county for the ensuing year. Mr. Potts was admitted a solicitor in 1878.

Mr. William Osbert Edwards, solicitor (of the firm of Louis & Edwards), of Ruthin and Corwen, has been appointed a Perpetual Commissioner for Denbighshire and Merionethshire for taking the Acknowledgments of Deeds by Married Women.

Mr. George Fell, solicitor, of Aylesbury, has been elected Coroner for the Aylesbury Division of Buckinghamshire, in succession to Mr. Joseph Parrott, deceased. Mr. Fell had for some years acted as deputy-coroner. He was admitted a solicitor in 1846.

Mr. Albert Iveson, solicitor, of Gainsborough, has been appointed by the High Sheriff of Lincolnshire (Mr. George Morland Hutton) to be Under-Sheriff of that county for the ensuing year. Mr. Iveson was admitted a solicitor in 1860. He is coroner for the Kirton District of Lincolnshire, clerk to the county magistrates, clerk to the Gainsborough Burial Board and Board of Guardians, and superintendent registrar.

Mr. Henry Child Beddoe, solicitor, proctor, and notary, of Hereford, has been appointed by the High Sheriff of Herefordshire (Mr. William Henry Barneby), to be Under-Sheriff of that county for the ensuing year. Mr. Beddoe was admitted a solicitor in 1847. He is county treasurer and a magistrate for the city of Hereford.

NEW ORDERS, &c.

EXAMINER'S OFFICE.

Whereas the office of Examiner of the Chancery Division of the High Court of Justice has been abolished, and the offices of the Sworn Clerks, hitherto attached to the said first-mentioned office, have thereby become unnecessary. Now we, the undersigned, being two of the Lords Commissioners of her Majesty's Treasury, by virtue of the 14th section of the Courts of Justice (Salaries and Funds) Act, 1869, and all other powers enabling us in that behalf, with the concurrence of the Lord Chancellor and the Master of the Rolls, do hereby order, that from and after the date of this Order there shall cease to be any Sworn Clerks of Examiners of the Chancery Division of the High Court of Justice, and that the offices of Sworn Clerks be abolished accordingly.

The 29th day of February, 1884.

R. W. Duff,
Herbert J. Gladstone,
Lords Commissioners of her Majesty's Treasury.

We concur in the above Order,

Selborne, C.
W. B. Brett, M.R.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

March 13.—*Bills Read a Third Time.*

Private Bills.—Boult's Patent; Gravesend Town Quay and Pier; London and St. Katharine's Docks.

Speaker's Retirement.

March 14.—*Bills Read a Second Time.*

Private Bill.—Rotherham and Bawtry Railway and Bawtry and Trent Railway and Dock Companies.

Brokers (City of London).

March 17.—*Bill in Committee.*

Brokers (City of London) (passed through Committee).

March 18.—*Bill Read a Second Time.*

Habitual Criminals Act Amendment.

Bill Read a Third Time.

Private Bill.—King's Norton Gas (Purchase).

HOUSE OF COMMONS.

March 12.—*Bills Read a Second Time.*

Copyhold Enfranchisement.

Yorkshire Land Registries.

Yorkshire Registries (both ordered to be referred to Select Committee).

New Bills.

Vivisection Prohibition (Mr. Reid).

Beer Adulteration Prevention (Col. Barne).

March 13.—*Bill Read a Second Time.*

Private Bill.—Tooting, Balham, and Brixton Railway.

March 17.—*Bills Read a Second Time.*

Private Bills.—Croydon, Norwood, Dulwich, and London Railway, Haddenham Level; Leominster and Bromyard Railway; London Eastern Tramways; London Street Tramways; Lancaster, Bury, and Rochdale Tramways (Extensions); Scarborough and Whitby Railway; Treferig Valley Railway; Upwell, Outwell, and Wisbech Railway (Abandonment); Usk and Towy Railway; the Wirral Railway; and Folkestone, Sandgate, and Hythe Tramways.

New Bill.

Bill to make further provision with respect to moneys advanced for the building of the Royal Courts of Justice (Mr. Courtney).

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Court of Appeal.	V. C. Bacon.	Mr. Justice Kay.
Monday, March..... 24	Mr. Carrington	Mr. Farrer	Mr. Cobby
Tuesday 25	Lavie	Teesdale	Jackson
Wednesday..... 26	Carrington	Farrer	Cobby
Thursday 27	Lavie	Teesdale	Jackson
Friday 28	Carrington	Farrer	Cobby
Saturday..... 29	Lavie	Teesdale	Jackson
	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, March..... 24	Mr. King	Mr. Pemberton	Mr. Koe
Tuesday 25	Merivale	Ward	Clowes
Wednesday..... 26	King	Pemberton	Koe
Thursday 27	Merivale	Ward	Clowes
Friday 28	King	Pemberton	Koe
Saturday..... 29	Merivale	Ward	Clowes

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

COLEFORD HEMATITE IRON ORE COMPANY, LIMITED.—Petition for winding up, presented Mar 11, directed to be heard before Bacon, V.C., on Mar 22. Coburn and Young, Leadenhall st, solicitors for the petitioner

GREAT BERLIN STEAM BOAT COMPANY, LIMITED.—The Vice-Chancellor has by an order, dated Feb 8, appointed Henry Threlkeld Edwards, 66, Coleman st, to be official liquidator. Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to the above. April 24 at 12, is appointed for hearing and adjudicating upon the debts and claims

LONDON SHIPS STORES' COMPANY, LIMITED.—Chitty, J., has by an order, dated Feb 18, appointed Henry Hughes Knill, 37, Cheapside, to be official liquidator. Creditors are required, on or before April 17, to send their names and addresses, and the particulars of their debts or claims, to the above. April 24 at 12 is appointed for hearing and adjudicating upon the debts and claims

LONDON SUBURBAN HOUSE PROPERTY COMPANY, LIMITED.—Pearson, J., has by an order, dated Feb 19, appointed John Austin, 13, Clifton villas, Maida Vale, to be official liquidator. Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to the above. Apr 24 at 1 is appointed for hearing and adjudicating upon the debts and claims

MERCHANTS' TRADING COMPANY, LIMITED.—Petition for winding up, presented Mar 10, directed to be heard before Fox-Bristowe, V.C., on Mar 25. Field and Weightman, Liverpool, solicitors for the petitioner

R. N. CUNNINGHAM AND COMPANY, LIMITED.—Pearson, J., has by an order, dated Dec 7, appointed William Lott Grimwade, 32, Queen Victoria st, to be official liquidator

SAMUEL BRADBURY AND COMPANY, LIMITED.—Petition for winding up, presented Mar 6, directed to be heard before Kay, J., on Mar 28. Chamberlayne and Davies, Lincoln's inn fields, solicitors for the petitioners

ST. MICHAEL'S HALL COMPANY, LIMITED.—Petition for winding up, presented Mar 12, directed to be heard before Bacon, V.C., on Mar 22. Markby and Co, Coleman st, solicitors for the petitioners

UNITED KINGDOM BOAT AND FISHERMEN'S ACCIDENT INSURANCE COMPANY, LIMITED.—Petition for winding up, presented Mar 11, directed to be heard before Chitty, J., on Mar 22. Munk and Co, Queen Victoria st, solicitors for the petitioner

[*Gazette*, March 14.]

ASHORE OR AFLOAT PUBLISHING COMPANY, LIMITED.—By an order made by Chitty, J., dated Mar 8, it was ordered that the voluntary winding up of the company be continued. Nash, New Bridge st, solicitor for the petitioners

CHARLES DRAKE AND COMPANY, LIMITED.—By an order made by Kay, J., dated Mar 7, it was ordered that the company be wound up. Steele, College hill, solicitors for the petitioner

FRENCH ELECTRICAL POWER STORAGE COMPANY, LIMITED.—Petition for winding up, presented Mar 14, directed to be heard before Bacon, V.C., on Mar 29. Morse, Lime st sq, solicitor for the petitioners

INTERNATIONAL FISH DINNER COMPANY, LIMITED.—Creditors are required, on or before April 18, to send their names and addresses, and the particulars of their debts or claims, to Thomas Price Gower, 61, Cheapside, the official liquidator. Apr 30 at 12 is appointed for hearing and adjudicating upon the debts and claims

METROPOLITAN (BRUSH) ELECTRIC LIGHT AND POWER COMPANY, LIMITED.—By an order made by Kay, J., dated Mar 7, it was ordered that the voluntary winding up of the company be continued. Linklater and Co, Walbrook, solicitors for the petitioners

REEVES' SANITARY IMPROVEMENTS COMPANY, LIMITED.—Petition for winding up, presented Mar 15, directed to be heard before Chitty, J., on Mar 29. Peckham and Co, Knight Rider st, solicitors for the petitioners

STAFFORDSHIRE ROLLING STOCK COMPANY, LIMITED.—Pearson, J., has by an order, dated Mar 6, appointed Henry Grosvenor Nicholson, Manchester, and Thomas Bullock, Newcastle under Lyme, joint official liquidators

THAMES NEWSPAPER COMPANY, LIMITED.—By an order made by Chitty, J., dated Mar 8, it was ordered that the company be wound up. Levy, Surrey st, Strand, solicitor for the petitioner

[*Gazette*, Mar. 18.]

UNLIMITED IN CHANCERY.

RAMSGATE AND MARGATE TRAMWAYS COMPANY.—Petition for winding up, presented Mar 11, directed to be heard before Kay, J., on Mar 28. Atkinson and Dresser, Palmerston bldgs, Old Broad st, solicitors for the petitioner

RAMSGATE AND MARGATE TRAMWAYS COMPANY.—Petition for winding up, presented Mar 13, directed to be heard before Kay, J., at the Royal Courts of Justice, on Mar 28. Machen, Duke st, Adelphi, solicitor for the petitioners

[*Gazette*, March 14.]

FRIENDLY SOCIETIES DISSOLVED.

TRADESMEN'S FRIENDLY SOCIETY, Cross Keys Inn, Clent, Worcester. Mar 13

PERSEVERANCE LODGE, SOUTHAMPTON AUXILIARY ODD FELLOWS' FRIENDLY SOCIETY, Haymarket Tavern, Strand, Southampton, Mar 15

[*Gazette*, Mar. 18.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

HINDS, THOMAS JAMES, sen, Aylesbury, Buckingham, Gent. Mar 31. Stevens v Hinds, Chitty, J. Lewis, Ely pl, Holborn

PINK, CHARLES, Fisherton House Asylum, Salisbury. Mar 31. London and County Banking Company, Limited, v Pink, Pearson, J. Petch, John st, Bedford row

[*Gazette*, March 7.]

BLANSHARD, JOHN, Winterton, Lincoln, Farmer. Apr 8. Blanshard v Popple Chitty, J. Hett, Lincoln

GALE, WILLIAM, North Fambridge Hall, Essex, Farmer. Apr 4. Blake v Gale, Bacon, V.C. Duffield, Tokenhouse yard

LONG, GEORGE, Chelsham rd, Clapham, Gent. Apr 2. Porter v Long, Kay, J. Sheppard and Riley, Moorgate st

PLUMRIDGE, WILLIAM, Marefield, Great Marlow, Buckingham, Builder, Apr 10. Batting v Plumridge, Chitty, J. Batting, Southampton st, Strand

STEVENS, GEORGE, Derby, Coal Merchant. Apr 10. Ilkeston Colliery Company v Stevens, Pearson, J. Robotham, Derby

WILLIAMS, JOHN, Penllwyneinon, Ystradfellte, Brecon, Farmer. Apr 9. Williams v Williams, Pearson, J. Seale, Neath

[*Gazette*, March 11.]

AUSTINE, JOHN, New Malden, Surrey, Accountant. Apr 21. John Bazley White and Brothers, Limited, v Austine, Kay, J. Jones and Co, John st, Bedford row

MORRIS, WILLIAM, Penybryn, Llanfwrog, Denbigh, Butcher. Apr 7. Morris v Morris, Bacon, V.C. Roberts, Ruthin

WILLICOMBE, CLAYTON STANFORD, Tonbridge Wells, Kent. July 2. Semple v Routledge, Chitty, J, Child, Cursitor st, Chancery lane

[*Gazette*, March 14.]

LLEWELLYN, THOMAS, Roath, Glamorgan, Farmer. Apr 15. Llewellyn v Llewellyn, Pearson, J. Morgan, Cardiff

PARR, HENRY, Catherington, Southampton. Apr 17. Jervoise v Stubbington, Bacon, V.C. Longcrost, Havant

SHERBORNE, JOSEPH PARSLEY, Butcombe, Somerset, Farmer. Apr 11. Winstone v Franks, District Registrar, Bristol. Inskip, Bristol

[*Gazette*, Mar. 18.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

ADAMS, JAMES, Birmingham, Cab and Car Proprietor. Mar 20. Hawkes and Weekes, Birmingham

BARRATT, EDGAR, Brighton, D.M. Apr 30. Barratt, Birmingham

BLAKER, EDWARD, Portslade, Sussex, Esq. Apr 10. Lewin and Co, Southampton st, Strand

CHAPPELL, WILLIAM GEORGE, Woodbridge, Suffolk, Gent. Mar 31. Arnott, Woodbridge

COLE, ABRAHAM, Thornbury, Gloucester, Yeoman. May 5. Scarlett and Gwynne, Thornbury

CONWAY, CORNELIUS, Foundling Hospital, Guilford st, Steward. Apr 3, Simpson and Co, Moorgate st

COTTERELL, THOMAS SAMUEL, Bognor, Sussex, Esq. Apr 1. Staffurth, Bognor

DIXON, CHARLES HAMPDEN, Chatham, Surgeon. Apr 12. Syms and Son, Furnival's inn

ELLISON, CUTHBERT EDWARD, Chester st, Grosvenor pl, Esq, J.P. Apr 21. Grover and Humphreys, King's Bench walk, Temple

FELLOWS, JOHN, sen, Sheffield, Contractor. Apr 6. Taylor, Sheffield

FOX, FREDERIC FRANCIS, Melbourne, Derby, Gent. Mar 28. Barber and Bowly, Nottingham

GATECLIFF, JOHN WILLIAM, Southport, Lancaster, Gent. June 1. North and Sons, Leeds

GEAREY, JAMES, Abbots Langley, Hertford, Farmer. Apr 30. Gearey, Verulam bldgs, Gray's inn

GOSS, JAMES, West Ham, Essex, Esq. Apr 1. King, Abchurch lane

GROVE, ELIZABETH, Taunton. Apr 19. Sweet and Son, Taunton

HALL, JOHN ORDE, Queen sq pl, Queen sq, Solicitor. May 6. Layton and Co, Budge row, Cannon st

HARGREAVES, WILLIAM, Chepstow villas, Bayswater, Esq. Apr 8. Indermaur and Clark, Devonshire ter, Portland pl

HARTAS, JOHN, Kirbymoorside, York, Gent. Apr 4. Hugh and Pearson, Malton

HUTCHINSON, JAMES, Kirkby Stephen, Westmorland, Gent. Mar 15. Hellis, Appleby

JEFFERY, JOHN, Cadeleigh, Devon, Retired Farmer. Apr 4. Searll, Crediton

JONES, ALFRED NICHOLAS, Saffron Walden, Essex, Surgeon. Mar 31. Freeland and Bellingham, Saffron Walden

LEISHMAN, HENRY ALEXANDER, Brighton, Esq. Apr 10. Godden and Co, Old Jewry

LINELL, HENRY, Emstrey, Salop, Farmer. May 5. Potts and Potts, Broseley

LOWE, THOMAS, Trysull, Stafford, Farmer. Apr 2. Heane, Newport

MEUGENS, EDWARD, Liverpool, Belgian Consul at Liverpool. Apr 26. Frodsham and Nicholson, Liverpool

MEUGENS, ROSALIE CHARLOTTE, Birkenhead. Apr 26. Frodsham and Nicholson, Liverpool

MILLWARD, MARY, Wrockwardine, Salop. Apr 2. Heane, Newport

MORGAN, THOMAS, Low Fell, Durham, Gent. Apr 3. Hoyle and Co, Newcastle upon Tyne

MOSES, SAMUEL, Pendridge crescent, Notting Hill. Apr 22. Montagu, Bucklersbury

NORTH, BENJAMIN, Wheatley, Oxford, Chair Manufacturer. Apr 21. Parker and Wilkins, High Wycombe

PEACOCK, FREDERICK, Lowestoft, Auctioneer. Apr 5. Johnson, Lowestoft

PEARSON, MARY, Brighton. Mar 31. Cooper and Williams, Brighton

PELLS, JOHN CATCHPOLE, Lakenheath, Suffolk, Falconer. Apr 5. Read, Thetford

PIZEY, EDWIN GISSING, Pakenham, Suffolk, Veterinary Surgeon Apr 5. Golding and Son, Walsham le Willows

SHEARS, ELIZABETH, Plymouth. Apr 14. Gidley and Son, Plymouth

SHERRELL, JOHN, Plymouth, Retired Dairyman. Apr 14. Gidley and Son, Plymouth

SPEIGHT, ROBERT, Bradford, Machine Woolcomber. Apr 12. Killick and Co, Bradford

TURNER, JAMES COLDWELL, Boston, Lincoln, Coal Factor. May 1. Staniland and Wigelsworth, Boston

TURNER, WILLIAM LEWIS, Bloomsbury sq, Gent. June 30. McMillin, Bloomsbury sq

VARDON, NOEL BRYAN HOVENDEN, Queen's gate, South Kensington, Esq. May 1. Ryan, Gt James st, Bedford row

VOUDEN, SARAH, Union st, Southwark, Confectioner. Apr 2. Wild and Co, Ironmonger lane, Cheapside
WIDDOWSON, REBECCA, Torkard, Nottingham. Apr 14. Barber and Bowly, Nottingham
WILLIAMS, ANN, Pontypridd, Glamorgan. Apr 7. Grover and Grover, Pontypridd
WILLIAMS, JABEZ, Pontypridd, Glamorgan. Apr 7. Jones, Cardiff
WILLIAMSON, JOHN HENSHALL, Congleton, Chester, Ironmaster. May 1. Cooper, Newcastle under Lyme

[*Gazette*, Mar. 7.]

ANSELL, JOSEPH, Aston juxta Birmingham, Gent. Apr 10. Ansell, Birmingham
BEATTY, ROBERT BRYAN, Cinderford, Gloucester, Surgeon. Ma 29. Goldring, Birmingham
BOTTOMLEY, THOMAS, Alverstoke, Southampton, Brickmaker. Apr 7. Compigne, Gosport
BRIGGS, HENRY SAMUEL STACE, Great Sutton st, Clerkenwell, Beer Retailer. Mar 31. Bridger, St Helen's place, Bishopsgate st Within
BROOM, SAMUEL JAMES, Mansell st. Apr 7. Jennings and Son, Leadenhall st
BURGESS, SARAH, Bath. Apr 2. Stone and Co, Bath
CALDECOTT, CHARLES MARRIOTT, Holbrook Grange, Warwick, Esq. Apr 6. Harris, Rugby
CLEMENTSON, JOSEPH WALTON, Shelton, Stafford, Earthenware Manufacturer. June 2. Hamshaw and Stanbury, Hanley
COXHEAD, WILLIAM, Bath, Retired Woollen Draper. Apr 2. Stone and Co, Bath
CRAPPER, ROBERT BLEASDALE, Bury, Lancaster, Dyer. Apr 14. Grundy, Bury
DEELEY, EBENEZER HENRY, Hockley Heath, Hampton, Warwick, Gent. May 7. Ryland and Co, Birmingham
FRANCKLING, MARIA CHARLOTTE, Bath. Apr 2. Stone and Co, Bath
GODDARD, DANIEL HAILL, Chester le Street, Durham, Esq. Apr 15. Hoyle and Co, Newcastle upon Tyne
HILL, ANNA ELIZABETH, Blackwater, Hants. Apr 15. Emmet and Co, Bloomsbury sq
JERR, Right Hon AMELIA ROSE, The Grove, Boltons, West Brompton. May 10. Boodle, Davies st, Berkeley sq
JEFFERSON, THOMAS, Great Driffield, York, Retired Brewer. Apr 12. White, Great Driffield
KELSALL, GEORGE, New Mills, Derby, Farmer. Apr 4. Broadsmith, Hyde
LANGLEY, SUSAN, Great Marlow, Buckingham. Apr 4. Clarke, High Wycombe
MCFARLANE, LIZZIE SUMNER, Birmingham. Apr 10. Ansell, Birmingham
NICHOLSON, EDWARD GARDNER, Chiltern, in the Colony of Victoria, Storekeeper. Mar 28. Dutton, Gresham House
PEARSON, JOHN, Richmond, York, Ironmonger. Apr 23. Croft, Richmond
ROGERS, JOANNA, Donyatt, Somerset. Apr 9. Walter, Ilminster
SMITH, EMILY, London Colney, Hertford. June 1. Annesley, St Albans
STRATTON, WILLIAM, Tufton, Southampton, Farmer. June 16. Pain and Clarke, Whitchurch
TURNER, SOPHIA, Tunbridge Wells, Kent. Apr 21. Cripps and Son, Tunbridge Wells
VINE, EDWARD, Chard, Somerset, Painter. Apr 1. Tucker and Forward, Chard
WRAY, CHARLES, Gosberton, Lincoln, Farmer. Apr 14. Bonner and Calthrop, Spalding.

[*Gazette*, March 11.

BELLHOUSE, SIDNEY LAFONE, Manchester, Ironfounder. May 1. Rycroft and Bellhouse, Manchester
FRANCIS, RICHARD, Batcombe, Somerset, Yeoman. Apr 10. Bennett, Bruton
FRANCIS, THOMAS, Ulting, Essex, Farmer. May 15. Stevens and Co, Witham
HICKS, THOMAS, Liskeard, Cornwall, Grazier. Apr 15. Baseley, Rhayader, Radnor
HOLLAND, MARTHA PRISCILLA, Grove ter, Highgate rd. Apr 7. Taylor and Co, Great James st, Bedford row
ICELY, LOUISA, Bournemouth, Hants. Apr 30. Singleton and Tattersall, Great James st, Bedford row
KNOWLES, THOMAS, Holcombe, Lancaster, Innkeeper. Apr 14. Grundy, Bury
LEWIN, MARY, Leicester. June 24. Harris, Leicester
LIBERTY, HARRIOT, Albion rd, South Hampstead. May 1. Deane and Co, South sq, Gray's inn
PAINE, WILLIAM, Beaumont st, Portland pl, Linen Warehouseman. Apr 25. Atter and Brown, Peterborough
PARKES, HENRY, Oswaldkirk, York, Gent. *Apr 5. Pearson, Malton
PARTINGTON, JAMES, Westhoughton, Lancaster, Farmer. Apr 7. Wright and Appleton, Wigan
RAMSDEN, JOHN, Barking, Essex, Farmer. Apr 12. Pedley and Bartlett, Bush lane, Cannon st
RAY, FRANCES, Whitehaven, Cumberland. Apr 18. Mason and Thompson, Whitehaven
SPEED, THOMAS, Chatsworth, Derby, Gardener. Apr 12. Gratton and Marsden, Chesterfield
STERLE, FREDERICK AUGUSTUS, The Albany, Piccadilly, General. Apr 22. David- and Co, Spring gardens
STEPHENSON, EDWARD SIMON, Bickley, Kent, Solicitor. Apr 30. Hyde and Co, Ely pl
STOVEL, Rev CHARLES, Philpot st, Stepney, Pastor. Apr 21. Ashbridge, Whitechapel rd
SYMONS, HENRY, Hereford, Gent. Apr 26. Llanwarne, Hereford
THORNHILL, THOMASINE ANNE, Milverton, Somerset. Apr 15. Payne, Milverton
TRAVIS, HENRY, High st, Camden Town, Doctor of Medicine. Apr 30. Watson, Gracechurch st
TROSEY, ISAAC NEAVE, Kingston Vale, Surrey, Licensed Victualler. Apr 3. Collins, Furnival's inn

[*Gazette*, Mar. 14.]

RECENT SALES.

At the Stock and Share Auction and Advance Company's sale, held on the 20th inst., at their rooms, 58, Lombard-street, City, the following were among the prices obtained:—Kapanga Gold Mine, 5s.; Hoover Hill Gold Mine, 5s.; North-Western of Uruguay Railway Ordinary, 5s. 6d.; Royal Aquarium, &c., Society, £2 5s.; Tamar Silver Lead, &c., Company, 4s.; Tasmanian Main Line, Prefs., 22; Lisbon-Berlyn (Transvaal), 15s. paid, 14s. 6d.; Nine Reefs Gold Mine, 4s.; and other miscellaneous securities fetched fair prices.

The *Times* states that Mr. Justice Cave, sitting in chambers, has decided that when the official receiver has exercised his discretion under section 12 of the new Act, and has declined to appoint a special manager under a bankruptcy petition, his refusal is final, and the court will not interfere.

SALES OF ENSUING WEEK.

Mar 27.—Messrs. HUMBERT & SONS, at the Mart, at 2 p.m., Reversions, &c. (see advertisement this week, p. 384).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

KING.—March 10, at Park Cottage, New Barnet, the wife of G. Welby King barrister-at-law, of a daughter.
LAW.—Feb. 16, at Moulmein, British Burma, the wife of C. W. Law, barrister-at-law, of a son.
MARTEN.—March 17, at Surrendene, Dorking, the wife of P. L. Marten, solicitor, of a daughter.

MARRIAGE.

CUNNINGHAM—PARK.—March 12, at Kensington, Henry Hutt Cunningham, B.A. barrister-at-law, to Elizabeth Mary, daughter of the late Rev. John Park, vicar of Rampside, Lancashire.

DEATHS.

CRACKNALL.—March 5, at 402, Uxbridge-road, W., Stephen Cracknall, late of No. 3, New-square, Lincoln's-inn, barrister-at-law, aged 65.
HENDERSON.—March 18, at 2, Doune-terrace, Edinburgh, Charles Henderson, solicitor, Supreme Courts.
WOODARD.—March 5, at 21, Duke-street, Chelmsford, Thomas Frederick Woodard, solicitor, aged 34.

LONDON GAZETTES.

Bankrupts.

Under the Bankruptcy Act, 1869.
Creditors must forward their proofs of debts to the Registrar.
To Surrender in London.
TUESDAY, March 18, 1884.

Kelly, W. J., Chetwynd rd, Dartmouth pk, Government Clerk. Pet Feb 29. Haslitt. Apr 2 at 12

BANKRUPTCIES ANNULLED.
FRIDAY, Mar. 14, 1884.

Gregson, Alfred Knight, Nottingham pl, Regent's pk, Esq. Mar 12
Neill, George Robert, Rotherham, York, Accountant. Mar 6

THE BANKRUPTCY ACT, 1883.
RECEIVING ORDERS.
FRIDAY, March 14, 1884.

Ball, Alfred, and James Ball, Villiers rd, Willesden Green, Builders. High Court. Pet Mar 10. Ord Mar 13. Exam Apr 9 at 11 at 34, Lincoln's inn fields
Bower, George, Huddersfield, Woollen Cloth Maker. Huddersfield. Pet Mar 11. Ord Mar 11. Exam Apr 4
Carnell, Henry, Derby, Coppersmith. Derby. Pet Mar 11. Ord Mar 11. Exam Apr 8
Clarkson, Edward, Keighley, Yorkshire, Joiner. Bradford. Pet Mar 10. Ord Mar 10. Exam Mar 21 at 11
Cowling, George, Soothill, nr Batley, Yorkshire, Boiler Maker. Dewsbury. Pet Mar 11. Ord Mar 11. Exam Mar 21
Edwards, John, Pwllheli, Carnarvonshire, Baker. Bangor. Pet Feb 27. Ord Mar 11. Exam Apr 2 at 2.30
Elliott, Roscius, Leeds, Fishmonger. Leeds. Pet Mar 11. Ord Mar 11. Exam Mar 26 at 11
Greaves, Stogdale, Kingston upon Hull, out of business. Kingston upon Hull. Pet Feb 29. Ord March 10. Exam March 24 at 12 at Court-house, Townhall, Hull
Griffiths, Pryce, Flint, Flintshire, Grocer. Chester. Pet Mar 12. Ord Mar 12. Exam Mar 27 at 12
Grimshaw, William, Over Darwen, Lancashire, Licensed Victualler. Blackburn. Pet Feb 28. Ord Mar 12. Exam Mar 26 at 11
Highfield, Samuel, Birkenhead, Cheshire, Artists' Colourman. Liverpool. Pet Mar 10. Ord Mar 10. Exam Mar 20 at 12
Hinchliffe, Friend, Boar's Head Inn, Littlemore, Pudsey, Yorkshire, Innkeeper. Bradford. Pet Mar 10. Ord Mar 10. Exam Mar 18 at 11
Hutchison, David, and Alexander Hutchison, Hancock rd, Bromley by Bow, Ironfounders. High Court. Pet Mar 10. Ord Mar 10. Exam April 4 at 11 at 34, Lincoln's inn fields
Jewitt, William, Brackenholme, nr Howden, Yorkshire, Farmer. Kingston upon Hull. Pet Mar 10. Ord Mar 10. Exam Mar 24 at Court House, Townhall, Hull
Johnson, William Goode, jun, Nottingham, in the emply of the Midland Hosiery Company, Nottingham. Nottingham. Pet Feb 25. Ord Mar 5. Exam April 22
Jones, Joseph, Pwllpridd, Lledrod, Cardiganshire, Farmer. Aberystwith. Pet Mar 11. Ord Mar 12. Exam Mar 26 at 1
Knowles, Albert, Dewsbury, Yorkshire, Wool Merchant. Dewsbury. Pet Mar 10. Ord Mar 10. Exam Mar 21
Laker, Walter, Billingshurst, Sussex, Farmer. Brighton. Pet Mar 10. Ord Mar 10. Exam April 3 at 12
Lowenthal, Robert, Wool Exchange, Woolbroker. High Court. Pet Mar 3. Ord Mar 10. Exam April 3 at 11 at 34, Lincoln's inn fields
Lloyd-Jones, Conway Llewelyn Lloyd, Rowlands, Wimborne Minster, Dorsetshire, Artist. Poole. Pet Mar 10. Ord Mar 10. Exam Mar 26 at 2 at Townhall, Poole
Manning, William, and John Manning, Oxford, Builders. Oxford. Pet Mar 11. Ord Mar 11. Exam April 24
Padmore, Richard Alexander, Ryde, I.W., Draper. Newport and Ryde. Pet Mar 12. Ord Mar 12. Exam April 2 at Townhall, Newport
Robertshaw, Benjamin, Kendal, Westmoreland, Rug Manufacturer. Kendal. Pet Feb 27. Ord Mar 10. Exam April 5 at 2
Smith, John, Scarborough, Builder. Scarborough. Pet Mar 12. Ord Mar 12. Exam Mar 31 at 4
Smith, Thomas, Weybread, Suffolk, Blacksmith. Ipswich. Pet Feb 28. Ord Mar 8. Exam Mar 24 at 12
Southwell, John William, Scarborough, Chemist. Scarborough. Pet Mar 11. Ord Mar 11. Exam Mar 31 at 3.30
Taylor, George, Nuneaton, Warwickshire, Innkeeper. Coventry. Pet Mar 12. Ord Mar 12. Exam April 7
Toulson, John Taylor, Bishop Middleham, Durham, Commercial Traveller. Durham. Pet Mar 8. Ord Mar 10. Exam Mar 25 at 2.30
Williams, Thomas, Runcorn, Cheshire, Greengrocer. Warrington. Pet Mar 12. Ord Mar 12. Exam Mar 27 at 12

FIRST MEETINGS.

Bell, Henry Mellor, Angel rd, Brixton, Gentleman. Mar 21 at 2. 34, Lincoln's inn fields
Berry, George, Motcombe st, Belgrave sq, Auctioneer. Mar 21 at 12. 34, Lincoln's inn fields

Berner, Ernst, West Hartlepool, Shipbroker. Mar 21 at 3. Fawcett st, Sunderland
Bower, George, Berry Brow, Huddersfield, Woollen Cloth Manufacturer. Mar 24 at 3. Law Society, Huddersfield
Carnell, Henry, Derby, Coppersmith. Mar 21 at 3. Official Receiver, St James' chbrs, Derby
Clark, Joseph, Bow lane, Wholesale Clothier. Mar 24 at 2. 34, Lincoln's inn fields
Clarkson, Edward, Keighley, Yorkshire, Joiner. Mar 21 at 3. Official Receiver, Ivegate chbrs, Bradford
Dodsworth, Martin, Malton, Yorkshire, Joiner. Mar 27 at 3. The Station Hotel, York
Elliott, Roscius, Leeds, Fishmonger. Mar 24 at 11. Receiver's Office, St Andrew's chmbrs, Park row, Leeds
Greaves, Stogdale, Kingston upon Hull, out of business. Mar 22 at 11. Lincoln's inn bldgs, Hull
Highfield, Samuel, Birkenhead, Cheshire, Paint Dealer. Mar 24 at 2. Official Receiver, Lisbon bldgs, Victoria st, Liverpool
Hinchliffe, Friend, Littlemoor, Pudsey, Yorkshire, Innkeeper. Mar 24 at 10. Official Receiver, Ivegate chmbrs, Bradford
Huntley, Benjamin Ralph, West Hartlepool, Shipbroker. Mar 21 at 2.30. Queen's Hotel, Fawcett st, Sunderland
Huntley, Berner, & Co, West Hartlepool, Shipbrokers. Mar 21 at 1.30. Queen's Hotel, Fawcett st, Sunderland
Jewitt, William, Brackenholme, Yorkshire, Farmer. Mar 21 at 1. Lincoln's inn bldgs, Hull
Knight, George Charles, Bishopsgate st Within, Merchant, Mar 21 at 1. 34, Lincoln's inn fields
Knowles, Albert, Dewsbury, Yorkshire, Wool Merchant. Mar 24 at 3. Receiver's Offices, Bank chmbrs, Batley
Laker, Walter, Billingshurst, Sussex, Farmer. Mar 21 at 2. Horsham
Lloyd-Jones, Conway Llewelyn Lloyd, Wimborne Minster, Dorsetshire, Artist. Mar 24 at 4. Laing's Hotel, Wimborne
McDonall, Adeline, Richmond, Surrey. Mar 24 at 3. Official Receiver, 103, Victoria st, S.W.
Pritchard, Henry Follett, Gatling Lodge, East Dulwich grove, Retired Major. Mar 21 at 3. 33, Carey st, Lincoln's inn
Reader, Daniel William, Abridge, Essex, Baker. Mar 24 at 11. County Court, Romford
Robertshaw, Benjamin, Kendal, Westmoreland, Rug Manufacturer. Mar 24 at 12. Official Receiver, Stramongate, Kendal
Sagar, James, Wood Top, Burnley, Lancashire, Beerhouse Keeper. Mar 21 at 2. Nicholas st, Burnley
Smith, Thomas, Weybread, Suffolk, Blacksmith. Mar 21 at 1.15. Messrs. Hazard and Pratt, Harleston, Norfolk
Toulson, John Taylor, Bishop Middleham, Durham, Commercial Traveller. Mar 21 at 11.30. Official Receiver, Fawcett st, Sunderland

The following amended notice is substituted for that published in the London Gazette of the 29th February.

Suffield, John, the elder, Birmingham, Manchester Warehouseman. Mar 22 at 10. Official Receiver, Colmore row, Birmingham

ADJUDICATIONS.

Ace, George, Swansea, Dealer in Bicycles. Swansea. Pet Feb 20. Ord Mar 10
Bruckshaw, Benjamin, Churchasten, Salop, Agricultural Implement Maker. Stafford. Pet Feb 12. Ord Mar 11
Earp, William, Wolverhampton, Farmer. Wolverhampton. Pet Feb 18. Ord Mar 11
Ellison, John Abbey, Over, Cheshire, Bank Manager. Nantwich and Crewe. Pet Feb 16. Ord Mar 10
Goldman, Israel, Hull, Retired Tradesman. Kingston upon Hull. Pet Feb 25. Ord 25
Griffiths, Pryce, Flint, Flintshire, Grocer. Chester. Pet March 12. Ord March 12
Holsworth, Robert, Earsham, Norfolk, Builder. Great Yarmouth. Pet Feb 25. Ord Mar 10
Hutchins, Benjamin, Collyweston, Northamptonshire, Coal Merchant, Peterborough. Pet March 5. Ord March 11
Jewitt, William, Brackenholme, Yorkshire, Farmer. Kingston upon Hull. Pet March 10. Ord March 11
Lonsdale, Ralph, and James Hirst, Bolton, Lancashire, Wholesale Drapers. Bolton. Pet Feb 27. Ord Mar 12
Lowenthal, Robert, Wool Exchange, Wool Broker. High Court. Pet March 8. Ord March 10
Morrell, Samuel, Bishampton, Worcestershire, Farmer. Worcestershire. Pet Mar 4. Ord Mar 12
Morley, James Knight, Hatton, Derbyshire, Hotel Keeper. Burton upon Trent. Pet Feb 9. Ord Mar 10
Reynolds, John, Eye, Suffolk, Veterinary Surgeon. Ipswich. Pet Feb 26. Ord Mar 12
Smale, Richard, Swansea, Glamorganshire, Solicitor's Clerk. Swansea. Pet Feb 21. Ord Mar 10
Softley, Richard Teasdale, Gt Yarmouth, Engineer. Gt Yarmouth. Pet Mar 1. Ord Mar 10
Steenberg, Otto, Liverpool, Ship Store Dealer. Liverpool. Pet Jan 9. Ord Mar 11
Thumwood, Charles, Slough. Windsor. Pet Feb 14. Ord Mar 11
Townsend, Edward James, Kingston on Thames, Clothier. Kingston. Pet Feb 29. Ord Mar 11
Ventura, Eleazer, Mark lane, Commission Merchant. High Court. Pet Feb 1. Ord Mar 10
Hinchliffe, Friend, Pudsey, Yorkshire, Innkeeper. Bradford. Pet Mar 10. Ord Mar 10
James, William, Bath, Boot and Shoe Manufacturer. Bath. Pet Feb 16. Ord Mar 12
Holsworth, John, Wenhaston, Suffolk, Brick Maker. Gt Yarmouth. Pet Feb 12. Ord Mar 10
Wakelin, John, King's Cliffe, Northamptonshire, Timber Carter. Peterborough. Pet Jan 18. Ord Mar 11
Williams, Arthur, Hyde Ash, Ivington, Herefordshire, Farmer. Leominster. Pet Feb 19. Ord Mar 10
Williams, Joseph, Malpas Station, Cheshire, Coal Dealer. Nantwich and Crewe. Pet Mar 5. Ord Mar 10
Williams, Thomas, Runcorn, Cheshire, Greengrocer. Warrington. Pet Mar 12. Ord Mar 12

RECEIVING ORDERS.
TUESDAY, Mar. 18, 1884.

Bonfellow, James, Peckham, Surrey, Accountant's Clerk. High Court. Pet Mar 12. Ord Mar 13. Exam Apr 9 at 11 at 34, Lincoln's inn fields
Airey, William Bygate, Ippleper rd, Seven Sisters' rd
Brathy, Frederick, Carrington, Nottingham, Grocer. Nottingham. Pet Mar 14. Ord Mar 14. Exam Apr 22
Chard, Thomas, Bristol, Saddler. Bristol. Pet Mar 13. Ord Mar 13. Exam Apr 10 at 12
Coe, Frederick William, Stowmarket, Suffolk, Grocer. Bury St Edmunds. Pet Mar 12. Ord Mar 13. Exam Mar 25
Cox, Charles Henry, and Philip Childe Rogers, Stoke Newington, Wholesale Jewellers. High Court. Pet Mar 15. Ord Mar 15. Exam Apr 25 at 11 at 34, Lincoln's inn fields
Dewar, Joseph Daniel, Newcastle on Tyne, Tobacconist. Newcastle on Tyne. Pet Mar 13. Ord Mar 13. Exam Mar 27 at 10.30
Dyson, Benjamin, Dewsbury, Yorkshire, Boot Maker. Dewsbury. Pet Mar 13. Ord Mar 13. Exam Mar 21
Elms, Philip Lester, Western villas, Crouch End, Lodging House Keeper. High Court. Pet Feb 22. Ord Mar 12. Exam Apr 25 at 11 at 34, Lincoln's inn fields
Evans, David, Llanelly, Provision Merchant. Carmarthen. Pet Mar 15. Ord Mar 15. Exam Apr 15
Fawkes, Isaac, Broadfield, Dalston, Cumberland, Farmer. Carlisle. Pet Mar 1. Ord Mar 13. Exam Mar 27 at 11 at Court-house, Carlisle
Galliers, George Tomkins, King's Pyon, Herefordshire, Farmer. Hereford. Pet Mar 13. Ord Mar 13. Exam Mar 21 at 10
Garratt, Joshua Alrewas, Staffordshire, Farmer. Walsall. Pet Mar 13. Ord Mar 13. Exam Mar 26
Grant, James, Newcastle on Tyne, Builder. Newcastle on Tyne. Pet Mar 15. Ord Mar 15. Exam Mar 26 at 10.30
Hayton, Thomas, Sidmouth, Devonshire, Licensed Victualler. Exeter. Pet Mar 14. Ord Mar 14. Exam Mar 28 at 3.30
Higgs, Thomas, The Grand Promenade, Brixton rd, Grocer. High Court. Pet Mar 13. Ord Mar 13. Exam April 25 at 11 at 34, Lincoln's inn fields
Hirst, Samuel, Leeds, Money Lender. Leeds. Pet Mar 4. Ord Mar 14. Exam Mar 26 at 11
Jackson, John Deacon, Hinckley, Leicestershire, Jeweller. Leicester. Pet Mar 11. Ord Mar 15. Exam April 2 at 10
Jackson, Joseph, and Thomas Wood, Glossop, Derbyshire, Builders. Ashton under Lyne. Pet Mar 12. Ord Mar 12. Exam Mar 27
Matheson, Roderick Mackenzie Chisholm, Princes sq, Bayswater, no occupation. High Court. Pet Mar 15. Ord Mar 15. Exam April 24 at 11 at 34, Lincoln's inn fields
Marshall, Absolom, Chippenham mews, Harrow rd, Carman. High Court. Pet Mar 13. Ord Mar 13. Exam April 3 at 11 at 34, Lincoln's inn fields
Meadows, Frederick, Goldhurst rd, St John's Wood, Bootmaker. High Court. Pet Feb 1. Ord Mar 14. Exam April 24 at 11 at 34, Lincoln's inn fields
Mills, Edward, King William st, Timber Merchant. High Court. Pet Mar 13. Ord Mar 13. Exam April 3 at 11 at 34, Lincoln's inn fields
Ogden, Nathan, Todmorden, Yorkshire, School Caretaker. Burnley. Pet Feb 21. Ord Mar 12. Exam Mar 27 at 2.15
Parker, Frederick Searle, and William Searle Parker, Bedford row, Solicitors. High Court. Pet Mar 6. Ord Mar 13. Exam April 24 at 11 at 34, Lincoln's inn fields
Punshon, George, Stockton on Tees, Furniture Dealer. Stockton on Tees. Pet March 13. Ord March 13. Exam Apr 4 at 11 at County Court, Stockton on Tees
Reid, Alexander, sen. Alexander Reid, jun, and Thomas Reid, Radcliffe, Lancashire, Chemical Manufacturers. Bolton. Pet March 14. Ord March 14. Exam Apr 16 at 11
Robinson, George, Old Durham gardens, nr Durham, Innkeeper. Durham. Pet March 15. Ord March 15. Exam Apr 8 at 2.30
Rymer, Henry, Fordham, Cambridgeshire. Grocer. Cambridge. Pet March 5. Ord March 15. Exam March 26 at 2
Sharpe, William, Llanelly, Draper. Carmarthen. Pet March 14. Ord March 14. Exam Apr 15
Strong, George, Ippleden rd, Seven Sisters' rd, South Tottenham, Timber Merchant. Edmonton. Pet March 13. Ord March 13. Exam Apr 8
Thorley, George, Rotherham, Yorkshire, Crate Maker. Sheffield. Pet Feb 27. Ord March 13. Exam Apr 17 at 11.30
Toward, Thomas, William Toward, and Donald McGregor, Newcastle on Tyne, Engineers, Newcastle on Tyne. Pet March 15. Ord March 15. Exam March 25 at 12
Toyn, Benjamin, Gt Grimsby, Auctioneer. Gt Grimsby. Pet March 14. Ord March 14. Exam March 27 at 12 at Townhall, Gt Grimsby
Walker, William, and Edward William Walker, King's Lynn, Norfolk, Merchants. King's Lynn. Pet March 13. Ord March 13. Exam Apr 10 at 12.30 at Court house, King's Lynn
Watts, James Laurence, Pembroke Dock, Sculptor. Pembroke Dock. Pet March 15. Ord March 15. Exam March 28 at 11.30
Whitaker, Frederick, Coleman st, Licensed Victualler. High Court. Pet March 10. Ord March 13. Exam Apr 8 at 11 at 34, Lincoln's inn fields
White, Walter, and E. Winter, Percy st, Tottenham ct rd, Designers. High Court. Pet Feb 29. Ord March 13. Exam Apr 22 at 11 at 34, Lincoln's inn fields
Widowfield, Robert, Houghton le Spring, Durham, out of business Pet March 14. Ord March 15. Exam Apr 8 at 2.30

FIRST MEETINGS.

Bale, William, King st, Golden sq, Licensed Victualler. Mar 25 at 3. 34, Lincoln's inn fields
Bratby, Frederick, Carrington, Nottingham, Grocer. Mar 28 at 12. Official Receiver, Exchange walk, Nottingham
Chard, Thomas, Bristol, Saddler. Mar 27 at 12. Official Receiver, Bank chbrs, Corn st, Bristol
Coe, Frederick William, Stowmarket, Suffolk, Grocer. Mar 27 at 12. Castle and Falcon Hotel, Aldersgate st
Cowling, George, Soothill, nr Batley, Yorkshire, Boiler Maker. Mar 25 at 4. Batley Station Hotel
Dewar, Joseph Daniel, Newcastle on Tyne, Tobacconist. Mar 27 at 12. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne
Dyson, Benjamin, Dewsbury, Yorkshire, Boot Maker. Mar 27 at 3. Official Receiver, Bank chbrs, Batley
Edwards, John, Pwllheli, Carnarvonshire, Baker. Mar 26 at 2. Queen's Head Cafe, Bangor
Fawkes, Isaac, Dalston, Cumberland, Farmer. Mar 27 at 3. 34, Fisher st, Carlisle
Galliers, George Tomkins, King's Pyon, Herefordshire, Farmer. Mar 27 at 11.30. Official Receiver, 2, Offa st, Hereford
Garratt, Joshua, Alrewas, Staffordshire, Farmer. Mar 26 at 3. Official Receiver, Bridge st, Walsall
Grant, James, Newcastle on Tyne, Builder. Mar 29 at 11.30. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne
Griffiths, Pryce, Flint, Grocer. Mar 25 at 12. Official Receiver, Crypt chbrs, Chester
Grimshaw, William, Over Darwen, Lancashire, Licensed Victualler. Mar 26 at 12. White Bull Inn, Church st, Blackburn
Harris, Frederick, Copeland rd, Peckham, out of business. Mar 25 at 12. 34, Lincoln's inn fields
Hayton, Thomas, Sidmouth, Devonshire, Licensed Victualler. Mar 28 at 3. The Castle of Exeter, Exeter
Hirst, Samuel, Leeds, Yorkshire, Money Lender. Mar 28 at 11. Official Receiver, 22, Park row, Leeds
Jackson, Joseph, and Thomas Wood, Glossop, Derbyshire, Builders. Mar 26 at 2. Official Receiver, Townhall chbrs, Ashton under Lyne
Manning, William, and John Manning, Oxford, Builders. Mar 25 at 11.30. Official Receiver, 196, High st, Oxford
Padmore, Richard Alexander, Ryde, I.W., Draper. Mar 26 at 2. 145, Cheapside, London
Punshon, George, Stockton on Tees, Furniture Dealer. Mar 27 at 11. Official Receiver, 8, Albert rd, Middlesborough
Reid, Alexander, sen. Alexander Reid, jun, and Thomas Reid, Radcliffe, Lancashire, Chemical Manufacturers. Mar 26 at 11. Official Receiver, 16 Wood st, Bolton

Ryan, William, Theobald's rd, China and Glass Dealer. Mar 25 at 2. 34, Lincoln's inn fields
Rymer, Henry, Fordham, Cambridgeshire, Grocer. Mar 28 at 12. Official Receiver, 5, Petty Cury, Cambridge
Sharpe, William, Llanelly, Carmarthenshire, Draper. Mar 28 at 2.30. 2, Frederick st, Llanelly
Smith, John, Scarborough, Builder. Mar 26 at 12. Official Receiver
Southwell, John William, Scarborough, Chemist. Mar 25 at 12. Official Receiver
Taylor, George, Nuneaton, Warwickshire, Innkeeper. Mar 26 at 12. Slingsby and Harris, Nuneaton
Toward, Thomas, William Toward, and Donald McGregor, Newcastle on Tyne, Engineers. Mar 29 at 12. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne
Toyn, Benjamin, Great Grimsby, Auctioneer. Mar 27 at 10. Official Receiver, 8, Haven st, Great Grimsby
Walker, William, and Edward William Walker, King's Lynn, Norfolk, Merchants. Mar 27 at 3. The Auction Mart, Tokenhouse yard
Walker, William, King's Lynn, Norfolk, Merchant. Mar 27 at 4. The Auction Mart, Tokenhouse yard
Williams, Thomas, Runcorn, Cheshire, Greengrocer. Mar 27 at 11. Official Receiver, 2, Cairo st, Warrington

ADJUDICATIONS.

Anderson, Adam Hay, Gipsy Hill, Surrey, no occupation. High Court. Pet Jan 26. Ord Mar 13
Benfellow, James, Hanover pk, Peckham, Accountant's Clerk. High Court. Pet Mar 12. Ord Mar 13
Broom, Henry Charles, Gravesend, Kent, Tea Dealer. High Court. Pet Jan 28. Ord Mar 13
Crouch, Henry, Northbourne, Kent, Miller. Canterbury. Pet Feb 27. Ord Mar 14
Dewar, Joseph Daniel, Newcastle on Tyne, Tobacconist. Newcastle on Tyne. Pet Mar 13. Ord Mar 13
Doggrell, William, Alton, Hampshire, Baker. Winchester. Pet Feb 21. Ord Mar 12
Eglin, Matthew, and Benson Eglin, Leeds, Grocers. Leeds. Pet Feb 14. Ord Mar 12
Rosclus, Elliott, Leeds, Fishmonger. Leeds. Pet Mar 11. Ord Mar 14
Gayford, Robert Dudley, Netteswell, Essex, Miller. Hertford. Pet Feb 22. Ord Mar 14
Goodyear, George Henry, Plymouth, Builder. East Stonehouse. Pet Jan 30. Ord Mar 13
Hardisty, Richard, Otley, Yorkshire, Aerated Water Maker. Leeds. Pet Feb 23. Ord Mar 8
Knowles, Albert, Dewsbury, Yorkshire, Wool Merchant. Dewsbury. Pet Mar 10. Ord Mar 13
Kritch, William Casper, and Garland, John, Leeds, Machine Makers. Leeds. Pet Feb 27. Ord Mar 12
Laker, Walter, Billingshurst, Sussex, Farmer. Brighton. Pet Mar 10. Ord Mar 14
Lewin, Stephen, and James Welman, Bournemouth, Hampshire, Engineers. Poole. Pet Feb 23. Ord Mar 13
Mills, Charles, Ben Rhydding, Yorkshire, Cabinet Maker. Bradford. Pet Feb 20. Ord Mar 12
Panshon, George, Stockton-on-Tees, Furniture Dealer. Stockton-on-Tees. Pet Mar 13. Ord Mar 13
Speed, Rowland Drewry, Nottingham, Auctioneer. Nottingham. Pet Feb 14. Ord Mar 13
Thorley, George, Rotherham, Yorkshire, Crate Maker. Sheffield. Pet Feb 27. Ord Mar 13
White, Beren, Liverpool, Watchmaker. Liverpool. Pet Mar 4. Ord Mar 14

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